

PLETT SCOOTER HIRE

TERMS AND CONDITIONS FOR MOTORCYCLE HIRE

COMPANY PARTICULARS

Plett Scooter Hire (PTY) Ltd. is a business situated in Plettenberg Bay in the Western Cape that can offer various options of Small Adventure motorcycles (250cc Suzuki SX's) rides on public roads in the Plettenberg Bay area, these being with or without a backup rider / guide as well as scooter hire, this under separate Terms and Conditions.

OPTIONS

Prior to deciding on the best option for you please note that the use of any motorcycle hire option is only for non-commercial / leisure purposes. The motorcycle may not be used for any commercial or illegal purposes, either directly or indirectly. Should scooters or motorcycles be required for commercial use, including that of delivering goods or ferrying passengers for reward, please contact the Company for an alternative proposal.

Option 1: Pre-Booked Short Term motorcycle hire of one day (~8 hours) with a backup rider / guide. The route will be in agreement with the customer and of unlimited mileage. The motorcycles are suitable for dirt roads and may be used on public roads built of any surface. Depending on the route / destination refreshment stops will be included.

Option 2: Short Term motorcycle hire without a backup rider / guide. The customer decides what public roads he/she want to ride, limited to 300km for the day. The motorcycles are suitable for dirt roads and may be used on public roads built of any surface. This option will only be available for persons meeting certain criteria, solely at the discretion of Plett Scooter Hire.

Option 3: Medium Term motorcycle hire without a backup rider / guide. The customer decides what public roads he/she want to ride, with limited to 300km per day for multiple days. The motorcycles are suitable for dirt roads and may be used on public roads built of any surface. This option will only be available for persons meeting certain criteria, solely at the discretion of Plett Scooter Hire.

GENERAL

- The Company assures the Hirer to provide Motorcycles that are relatively new and in a good visual condition and mechanically sound.
- In the unexpected and unpreventable event of a breakdown of the Motorcycle during the period of hire the Company will, for Option 1 and 2, provide support for repairing or recovering the motorcycle and/or uninjured rider. Any reimbursement requested will be at the sole discretion of the Company. and will be based on the inability of the Company to provide a replacement Motorcycle.
- The use of the motorcycles is limited to the agreed to destinations. There is no specific geo mapping limit for the motorcycles.
- The Motorcycle Hire Agreement is not transferable ie. The motorcycle may not be transferred to another person under any circumstance. If for any reason the Hirer of the motorcycle is unable to operate the motorcycle or return the motorcycle to the Company please contact the Company, who will arrange to collect the motorcycle.
- The motorcycle is the property of Plett Scooter Hire and may not be sold or used as payment or collateral in any form or way.
- You are responsible for your own safety as well as the safety of pedestrians and other road users. Do not assume that the other person is going to adhere to all traffic rules. Try to ensure that the other person has seen you before passing an intersection or pulling away from an intersection. Be prepared to react accordingly.

INDEMNITY AND DISCLAIMER

The hirer shall use the motorcycle entirely at his/her own risk and agrees that Plett Scooter Hire (PTY) Ltd, its Director/s, employees, agents or associates shall not be held responsible, liable or accountable and shall be deemed innocent for any loss, injury or death sustained as a result of the hiring and/or use of the motorcycle during or after the hire period, alternatively, until such time that the motorcycle is returned to the Company.

INTERPRETATIONS AND DEFINITIONS

- 1.1.1. "the/this Agreement" means the Terms and Conditions as contained herein together with the Agreement document and all attachments thereto;
- 1.1.2. "Hirer" means the natural person who, as the customer, is paying for the limited use of the motorcycle and whose personal particulars appear on the Agreement document.
- 1.1.3. "Hire Period" means the period as depicted on the agreement document and is between the Start and Return Date and Time.
- 1.1.4. "Service Provider" means the Company registered as "Plett Scooter Hire (PTY) Ltd." The words Service Provider, Company or Plett Scooter Hire in this document is one and the same.
- 1.1.5. "Cash" means Hard Currency and only South African Rands.
- 1.1.6. "Deposit" means an upfront payment made against an invoice to secure the Motorcycles for a specific day, starting on the agreed-to day.
- 1.1.7. "Security Deposit" means the amount held by the Company for a minimum of the Hire Period.

PREREQUISITES:

The Hirer of the motorcycle and who's details are on the Agreement document must meet the following requirements:

- Be over the age of 18
- Agree to these Terms and Conditions.
- Provide a valid South African ID or Foreign Passport
- Provide a valid driving license or a driving permit acceptable to the South African authorities
- Provide Proof of Address in the vicinity of Plettenberg Bay
- Agree that a GPS enabled tracking device fitted to the motorcycle may be used by the Company to monitor location and speed at any time during or after the period that the Hirer is in possession of the motorcycle.
- Be able to pay the Security Deposit in Cash or by Credit / Debit Card or EFT.

BOOKINGS AND CANCELLATIONS

- Following the confirmation from the Company that the booking request has been accepted a 50% Deposit on the full amount for the motorcycle hire is required, excluding the Security Deposit. The 50% balance and the cost of any accessories requested is payable prior to taking possession of the motorcycle.
- A Security Deposit will be charged until the return of the Motorcycle and settlement of any outstanding amount that may be due.
- Cancellations will be accepted any time prior to taking possession of the motorcycle with a 10% Administrative fee on the full amount of the deposit.
- Cancellations are to be sent via e-mail or on WhatsApp

THE MOTORCYCLE

- The Company will provide a motorcycle in a clean and in good mechanical condition.
- Should a motorcycle not be made available by the Company due to any unforeseen circumstances, the Company will refund all deposits.
- The motorcycle is described on both the Agreement document as well as the Inspection Report document and both documents will be signed by the Hirer prior to the motorcycle being released to the hirer.
- A number will be affixed to the motorcycle as well as the key ring for ease of identification.
- Should any issue be experienced with the motorcycle it is required that it immediately be reported to the Company.
- The hirer may not remove or replace any item on the motorcycle without the express permission of the Company.
- It is a requirement that the Customer returns the Motorcycle in a condition similar as to what it was received, barring the normal wear and tear as expected on the consumable parts such as tyres.
- The Motorcycle Fuel Tank will be filled prior to the Hirer taking possession of the Motorcycle. It is required to return the motorcycle with a similar amount of fuel in the fuel tank, when selecting Option 2 or Option 3.
- The Hirer will be provided with one flip-up helmet and visor in a good condition as well as gloves. It is required of the Hirer to return the helmet and gloves in a good condition. The Company reserves the right to charge the Hirer for damage to the Helmet and/or Visor as these items are important safety items and should not be compromised. The Visor can be cleaned with a soft cloth and warm water, and, if needed a soft detergent That will prevent the Visor from being scratched while being cleaned.
- The helmet inner liners will be laundered regularly. A bandana / skull cap will be provided at a cost with each helmet for your use and deemed disposable to the Company, ie. You keep the bandana / skull cap.
- Fuel (Petrol) for the motorcycle should preferably be obtained from one of the larger branded service outlets. Please do not use/decant unknown quality fuel from a can, bottle, etc. into the motorcycle. The motorcycles are relatively fuel efficient and will normally not need to be refuelled within a day of riding under the distance limit.
- Servicing of the scooters will be done by the Company. For any small item bothering the hirer between planned service intervals these can be attended to without charge during normal working hours 08:00am-04:00pm while you wait. This includes oil level checks for long term Hirer's, warning lights, tyre pressures, loose mirrors, etc. Please **do not** allow the oil level to be routinely checked or topped up by a Fuel Station Service Attendant.

DURATION OF HIRE

- The duration of the hire is indicated on the Agreement document. The motorcycle is required to be returned to the Company prior to the date and time indicated on the Agreement document, or alternatively handed over to the Plett Scooter Hire representative at the Address in Plettenberg Bay indicated on the Agreement document.
- For all hire periods it is required to make the motorcycles available for collection before 05:00pm on the Return date, irrespective of the Start time. This is/will be indicated on the Return date and Time on the Agreement document.

ADMISSIBLE USE OF THE MOTORCYCLE

- The motorcycle is exclusively for leisure use.
- The motorcycle is for the exclusive use of the person that signed the agreement.

INADMISSIBLE USE OF THE MOTORCYCLE

- The motorcycle may not be used for any commercial activity.
- The motorcycle may not be used directly or indirectly for any illegal activity.
- The motorcycle may not be used when under the influence of any narcotic substance.
- The motorcycle should not be used when under the influence of alcohol. Alcohol has a detrimental effect on perception and response and should not be consumed prior to operating a motor vehicle. There are also legal limits to operating a motor vehicle that could result in the motorcycle being impounded and the operator jailed.

- The motorcycle may not be used for off-road riding/trail riding, circuit racing, drag racing or practicing for any of these activities.

THE LAW

- All road and traffic laws of the Country and By-Laws of the Municipality must be adhered to.
- The Hirer is responsible for the payment of all traffic ordinance fines related to the motorcycle from the time of taking possession of the motorcycle until the return of the motorcycle. Should the details of the fine not be available to the Company in electronic format prior to the deposit being refunded the contact details of the hirer will be shared with the authorities.
- The Hirer is responsible for all costs related to releasing of the motorcycle due to any contravention of the law, should the motorcycle be impounded by the Authorities. This includes any additional days to the hire Agreement that the motorcycle was impounded for.
- A maximum of one passenger is allowed to be transported on a motorcycle. The passenger is required to always wear a helmet.
- Should the Company be made aware of any serious violation/s by the Hirer with the motorcycle the Company retains the right to cancel the Agreement without notice and to take back possession of the motorcycle.

RETURNING THE MOTORCYCLE

- The motorcycle is to be returned to the Company on or before the day and time indicated on the Agreement document.
- Failure to return the motorcycle before the date and time indicated on the Agreement document will result in additional cost to the hirer and a loss of any technical support or legal risk being absorbed by the Company. Legally it can be expressed as being similar to driving a vehicle without the permission of the Owner or a stolen vehicle, so please ensure that the motorcycle is returned on time.
- The motorcycle is to be in a clean condition to allow for the inspection report to be completed when utilizing option 2 or option 3.
- The same Inspection Report as what was completed prior to taking possession of the scooter is to be completed and signed, if in agreement of the Hirer. Should there be any disagreement on damage to the scooter photos or video footage of the damage should be taken.
- While the Company will work with the Hirer to resolve any dispute amicably the evidence will be crucial in any form of arbitration or dispute resolution should the issue not be immediately resolved between the Company and the Hirer.
- Advise the Company Representative of any fines received, or issues encountered during the hire period.
- Please complete the short questionnaire of your experience and any suggestions that you would like to have considered in future.

COSTS AND ADDITIONAL COSTS

There are no hidden costs in the hire of the motorcycle from Plett Scooter Hire. All costs are already included in the quotation, Invoice and Agreement document.

The deposit, less costs will be returned if:

- The motorcycle be returned before the agreed date and time
- With no damage

The Security Deposit will be returned to the Hirer into the same bank account from which the deposit money was received. Cash deposits will be returned to the Hirer in cash or EFT, at the sole discretion of Plett Scooter Hire.

Additional cost that may be levied against the Hirer on returning of each motorcycle are as follows:

- Failure to return the motorcycle prior to the date and time indicated on the Agreement document. The charge is twice that of the daily rate charged for the original duration, pro rata and based on time, rounded up.
- Should the Company be required to retrieve the motorcycle from anywhere other than the agreed to location indicated on the Agreement document or outside of Plettenberg Bay Town limits a charge of R6.00/km will be applied over and above an initial R 100.00.
- Distance travelled exceeding an average of 300km per day for each day of motorcycle hire. Either the odometer or the GPS Tracker will/can be used to verify distance travelled. The rates R4.00/km for a Suzuki 250 SX.
- Preventable damage to the motorcycle, for example due to abuse or failure to abide by any traffic rule, resulting in an accident: The full cost of the motorcycle repairs will be levied against the Hirer and deducted from the Deposit. Any amount due over and above the deposit amount may be claimed against the Hirer. Third party insurance may cover the cost of the other vehicle or property.
- Avoidable damage to the motorcycle; the full cost of the motorcycle repairs will be levied against the Hirer and deducted from the Deposit.
- Unavoidable damage to the motorcycle; If due to an accident that is deemed to have been caused by the other party, no charge will be applied. For this a Police reports is required and the decision will solely be that of Plett Scooter Hire. The return of deposit in this scenario may be delayed until insurance has been clarified / settled.
- Unavoidable damage to the motorcycle; If due to a small accident that does not involve another party the Incident / Accident Report is to be completed. Plett Scooter Hire will review the report and with the GPS data determine if there was any negligence on the part of the Hirer. Should the Accident / Incident be deemed to have been caused by negligence of the Hirer or failure to the abide by the Terms and Conditions set out in this document the repair cost will be borne by the Hirer. For this the decision will solely be that of Plett Scooter Hire.
- Engine damage due to incorrect fuel being filled. It is advisable to retain your last fuel slip, should there be a dispute regarding fuel. This will allow the Company to review and resolve the dispute with the service station.
- Excess for Insurance claim accidents is R8000.00
- Theft of or Hijacking of the motorcycle: minimum of R6000.00
- Loss of Helmet: R1500.00
- Loss of Gloves: R250.00
- Administrative costs in dealing with fines: R100.00

REFUNDS AND REBATES

Any refund, other than the Security Deposit paid by the Hirer less the amounts to be paid under the Section titled "COSTS AND ADDITIONAL COSTS" is at the sole discretion of the Company. The specific refund request will be considered on its merit.

- Any cancellation refund or deposit refund will be made into the same bank account as from which the payment was made, less 5% for either cash deposit or transaction charges.
- No other rebate is offered.

INSURANCE

Insurance cover is for the Motorcycle only and is valid for the Period of Hire and only if the Motorcycle is used according to these Terms and Conditions.

It is advised that personal medical insurance / cover be obtained prior to hiring of a motorcycle. No personal medical insurance / cover is provided by the Company.

DISPUTE RESOLUTION

It will be endeavoured to resolve all issues or disputes with the Hirer without any official Dispute Resolution being required. Should it however be required to engage in any legal Dispute Resolution the location of such dispute resolution will be initiated and conducted in Plettenberg Bay.