

PLETT SCOOTER HIRE

TERMS AND CONDITIONS FOR SCOOTER 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 scooter hire both on a fixed option basis or something specific, should it be required.

OPTIONS

Prior to deciding on the best option for you please note that the use of any scooter hire option is only for non-commercial / leisure purposes. The scooters may not be used for any commercial or illegal purposes either directly or indirectly. Should scooters or bikes 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: Short Term hire being for a selection of scooter sizes as presented in the Agreement document. The durations of hire range from one day hire (please see Duration of Hire section) to 31 days with the rates being on a partial sliding scale. The daily distance limit is 100km and the scooter is for public paved road use only with the exception of private driveways and parking areas.

Option 2: Long Term hire, this being for periods exceeding one calendar month with the other conditions the same as Option 1. Long term hire option excludes the possibility of initiating the agreement for the period of 15 November until the 31 December of any year, unless a non-refundable two month agreement is signed. The daily distance limit is 100km and the scooter is for public paved road use only with the exception of private driveways and parking areas.

Option 3: Under similar but separate 'Terms and Conditions' the hire of Dual Purpose 200cc or 300cc Motorcycles for both guided and unguided Day Rides to various destinations in the area, only on public roads, both paved and unpaved.

GENERAL

- The Company assures the Hirer to provide Scooters that are relatively new and in a good visual condition and mechanically sound.
- In the unexpected and unpreventable event of a breakdown of the Scooter during the period of hire the Company will provide prompt support for repairing the scooter, or when necessary and possible, replacing the scooter for the remaining hire period. 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 Scooter.

The use of the scooters is limited to Plettenberg Bay and the immediate vicinity with a geo-mapping area of 60km from Plettenberg Bay being the limit, unless express permission is obtained from the Company. The geo-mapping limit does not apply to the Sym 125 scooters due to the National Road passing through Plettenberg Bay. Although legally entitled, the limits for the 125 scooters are Harkerville (Airport Road) in the West and Wittedrift / Lagoon Area to the East of Plett.

- The Scooter Hire Agreement is not transferable ie. The scooter may not be transferred to another person under any circumstance. If for any reason the Hirer of the Scooter is unable to operate the Scooter or return the scooter to the Company please contact the Company, who will arrange to collect the scooter.
- The scooter is the property of Plett Scooter Hire and may not be sold or used as payment or collateral in any form or way.

- Scooters are relatively small and that makes a scooter rider more vulnerable than someone in a car. 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.

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INDEMNITY AND DISCLAIMER

The hirer shall use the scooter 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 scooter during or after the hire period, alternatively, until such time that the scooter 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 scooter 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 Scooters for a specific day, starting on the agreed-to day.
- 1.1.7. "Security Deposit" means the authorization hold amount held on your Credit Card for a minimum of the Hire Period.

PREREQUISITES:

The Hirer of the scooter 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 scooter 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 scooter.
- Be in possession of a valid Credit Card or sufficient cash to pay the Security Deposit.

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 scooter 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 scooter.
- A Security Deposit Authorization Hold will be placed on the Hirers Credit Card until the return of the Scooter and settlement of any outstanding amount that may be due.
- Cancellations will be accepted any time prior to taking possession of the scooter with a 10% Administrative fee on the full amount of the deposit.
- Cancellations are to be sent via e-mail or on WhatsApp

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Anything to be added?

THE SCOOTER

- The Company will endeavour to provide a scooter of at least the same size as requested by the hirer, if a prebooking is made and agreed to by the Company, the deposit is paid and the Customer takes possession of the hired scooter on the requested date. Should the scooter be upgraded by the Company, due to the Company not being able to provide a scooter of the size booked, all deposits, costs and rebates will be according to the size scooter booked. Any damage will however be according to the actual scooter hired. All other bookings will be based on first come first selected basis on the scooters available on the day.
- The scooter 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 scooter being released to the hirer.
- A number will be affixed to the scooter as well as the key ring for ease of identification.
- Should any issue be experienced with the scooter it is required that it immediately be reported to the Company.
- The hirer may not remove or replace any item on the scooter without the express permission of the Company.
- It is a requirement that the Customer returns the Scooter 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 Scooter Fuel Tank will be filled prior to the Hirer taking possession of the Scooter. It is required to return the scooter with a similar amount of fuel in the fuel tank.
- The Hirer will be provided with one helmet and visor in a good condition. It is required of the Hirer to return the helmet 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 scooter 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 scooter. The scooters 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 **written indicated** on the Agreement document. The scooter 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 hire **all hire periods it of one or two days the scooter is required to return the scooter/s before 09:00am on** the Return date, irrespective of the Start time. This is/will be indicated on the Return date and Time on the Agreement document.
- Should the Hirer want to extend the period of hire this may only be allowed with the express permission of the Company and on full payment being received by the Company for the hire extension duration, prior to commencement of the hire extension period. Deposit amounts are not meant for that purpose and may not be authorized for the purpose of the Hire extension.

ADMISSIBLE USE OF THE SCOOTER

- The scooter is exclusively for leisure use.
- The scooter is for the exclusive use of the person that signed the agreement.
- The scooter is only to be used on public road surfaces suitable for the wheel size and tyres installed on the scooter. **The scooters available for hire are not suitable for travelling any long distance on unpaved roads. Extreme care must be taken should it be required to leave a paved surface. Please contact the Company for options available to**

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hire motorcycles suitable for unpaved road riding should it be required to frequently travel longer distances on unpaved roads.

INADMISSIBLE USE OF THE SCOOTER

- The scooter may not be used for any commercial activity.
- The scooter may not be used directly or indirectly for any illegal activity.
- The scooter may not be used when under the influence of any narcotic substance.
- The scooter 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 scooter being impounded and the operator jailed.
- The scooter may not be used for off-road riding/trail riding, circuit racing, drag racing or practicing for any of these activities.

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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 scooter from the time of taking possession of the scooter until the return of the scooter. 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 scooter due to any contravention of the law, should the scooter be impounded by the Authorities. This includes any additional days to the hire Agreement that the scooter was impounded for.
- A maximum of one passenger is allowed to be transported on a scooter. The passenger is required to wear a helmet at all times.
- Should the Company be made aware of any serious violation/s by the Hirer with the scooter the Company retains the right to cancel the Agreement without notice and to take back possession of the scooter.

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RETURNING THE SCOOTER

- The scooter is to be returned to the Company on or before the day and time indicated on the Agreement document.
- Failure to return the scooter 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 scooter is returned on time.
- The scooter is to be in a clean condition to allow for the inspection report to be completed.
- 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.

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COSTS AND ADDITIONAL COSTS

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

The full deposit will be returned if:

- The scooter be returned before the agreed date and time
- In a clean condition
- 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. Please ensure that you have the same Credit Card available when returning the Scooter.

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

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- Failure to return the scooter 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 scooter 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 200km per day for each day of scooter hire at rates depending on the size of scooter hired. Either the odometer or the GPS Tracker will/can be used to verify distance travelled. The rates are R1.00/km for a Sym 125, R2.00/km for a Sym 200 and R4.00/km for a Sym 300 up to an average limit of 200km whereafter an additional day of hire may be levied, without any discount rate.
- Preventable damage to the scooter, for example due to abuse or failure to abide by any traffic rule, resulting in an accident: The full cost of the scooter 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.
- Preventable damage to the scooter, for example a tyre or rim damage to the scooter due to riding on unpaved roads. The full cost of the scooter repairs will be levied against the Hirer and deducted from the Deposit.
- Unpreventable damage to the scooter: 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.
- Unpreventable damage to the scooter: If due to an 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.
- Theft of or Hijacking of the scooter: Full deposit amount, minimum 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.

- As it is acknowledged that many Hirers of scooters will not necessarily travel the 200km daily limit. Plett Scooter Hire will rebate the Hirer for 'unused' mileage, ie. the difference between the 200km daily limit and the actual distance travelled, at a rate of approximately R0.40/km for a Sym 125, R0.70/km for a Sym 200 and R1.60/km for a Sym 300. The distance travelled will/may be verified on the Odometer and GPS by the Company and the greater distance may be used, rounded to the nearest 10. Any tampering or attempted tampering with the odometer or GPS unit will

result in the rebate being rejected outright. Any additional costs incurred and owed by the Hirer, over and above the deposit may be deducted from any rebate and any costs to repair the scooter will be deducted.

- No other rebate is offered.
- Any cancellation refund or deposit refund will be made into the same bank account as from which the payment was made.
 - Rebates for unused mileage may be paid in cash or EFT, this being the prerogative of the Company.

INSURANCE

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

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.

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