



# Bike Hire Agreement

Roge Bikes and the Hirer agree as follows and in accordance with the attached Terms and Conditions which together form this Agreement:

## Rider Contact Details (Hirer)

Surname \_\_\_\_\_ Other Names \_\_\_\_\_

Home Address \_\_\_\_\_ P/Code \_\_\_\_\_

Address whilst staying in Perth \_\_\_\_\_ P/Code \_\_\_\_\_

Home Phone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_

Passport Number \_\_\_\_\_ E-mail address \_\_\_\_\_

Drivers Licence No. \_\_\_\_\_ Expiry \_\_\_\_\_ Class \_\_\_\_\_ Issued at \_\_\_\_\_

Period motorcycle licence held for \_\_\_\_\_ Motorcycle being hired \_\_\_\_\_

Period of Hire \_\_\_\_\_ to \_\_\_\_\_ Depart time \_\_\_\_\_ Return Time \_\_\_\_\_

Where did you hear about us? \_\_\_\_\_

Daily/Weekend/Weekly Rate - AUS\$ \_\_\_\_\_

## Hirer's Acknowledgement

**I have read the terms and conditions as supplied by Roge Bikes and acknowledge and agree that:**

- (a) I fully understand and agree to the effects of and my obligation under the Bike Hire Agreement which includes the Terms and Conditions;
- (b) I authorise Roge Bikes to debit my credit card with any charges arising out of the Bike Hire Agreement which includes the Terms and Conditions;
- (c) I remain responsible for and authorise Roge Bikes to debit my credit card for the cost of any speeding and parking fines incurred during the period of hire;
- (d) I remain liable for the full payment of the agreed hire period even if I return the motorcycle early;
- (e) my drivers licence, details of which are above recorded, is legally enforceable and current in the country of issue and has not been revoked, cancelled or expired in any way and is the correct class for the type and size of motorcycle hired;
- (f) I will not permit any other person to ride the motorcycle;
- (g) I am familiar with, understand and will adhere to the road traffic rules and regulations;
- (h) I will not operate the motorcycle, or permit it to be operated, in breach of any legislation or By-Laws relating to road traffic;
- (i) I will pay to Roge Bikes 25¢ for each kilometre I use the motorcycle in excess of 400 kilometres per day;
- (j) I will return the motorcycle with a full tank of fuel or I agree Roge Bikes will debit my credit card with the cost of refueling the motorcycle at \$2.00 per litre which I accept as the reasonable costs of Roge Bikes refueling the motorcycle; and
- (k) I will wear the helmet provided to me by Roge Bikes during the Period of Hire whilst I am on the Motorcycle and report to Roge Bikes any impact that occurs to the helmet whilst it is in my care.

\_\_\_\_\_  
Signature of Hirer

\_\_\_\_\_  
Signature of Roge Bikes

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**I have read and agree to the terms and conditions overleaf. \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_**

## TERMS AND CONDITIONS TO BIKE HIRE AGREEMENT

These Terms and Conditions form part of the Agreement made on \_\_\_/\_\_\_/\_\_\_ between Roge Bikes Pty Ltd (ACN 123 566 781)

(Roge Bikes) and the Hirer.

It is hereby agreed as follows:

- 1 Roge Bikes has some insurance cover for damage to the Motorcycle. The excess of that insurance is \$5,000. Subject to clause 3, the Hirer will be responsible for any damage to the Motorcycle regardless of the cause up to the excess amount. An initial deposit of \$2,500 per bike will be charged on your credit card and refunded if no damage has been caused to the motorcycle. **[Initials]**
- 2 Roge Bikes' insurance cover will be voided and the Hirer will be fully liable for all costs associated with any damage caused to the Motorcycle: if the Hirer breaches this Agreement by careless, wilful or reckless driving including whilst the rider is under the influence of alcohol or drugs; by submersing it in water, such as river crossing, including salt water; resulting from rider negligence; by riding off formed roads (eg cross country) or on roads which are not public or legal roads; the Hirer's licence being invalid, not current or not appropriately rated for the Motorcycle; the Motorcycle being unlocked and not alarmed when unattended; or by it being ridden in an unlawful manner.

### Mechanical Repairs

- 3 If the Motorcycle requires a minor mechanical or electrical repair during the Hire Period, such as a broken light, the Hirer may have the repairs carried out up to the value of \$100 upon authorisation from Roge Bikes. The Hirer must keep all of such and give them to Roge Bikes upon return of the motorcycle to Roge Bikes, or earlier.
- 4 Roge Bikes will reimburse the Hirer for the costs of such repairs provided the Hirer provides it with receipts from a *bona fide* Harley Davidson repairer detailing the costs.
- 5 If the Hirer suffers a puncture the Hirer will at his cost have the tyre repaired without recourse to Roge Bikes but will provide to Roge Bikes the detail of any such repair.

### Accidents and Damage

- 6 If the Hirer has an accident the Hirer must immediately notify Roge Bikes.
- 7 If the Motorcycle is damaged and unable to be ridden whether for mechanical or legal reasons the Hirer must immediately notify Roge Bikes and the Hirer will not arrange for or allow the Motorcycle to be removed from the place of damage, but for any movement required to make any road or property safe, without Roge Bikes' express authority. Roge Bikes will be under no obligation to pay any costs incurred by the Hirer or caused by his acts or omissions.
- 8 Roge Bikes will not be under any obligation to arrange or provide the Hirer with any alternative transport or any accommodation or be liable for such or any other costs caused by any accident or mechanical breakdown.
- 9 In the event of an accident the Hirer must stop to render assistance and establish if anyone is hurt; if an injury has occurred, report the accident to the Police as soon as practicable but within 12 hours; exchange his name and address details with the other party.

### Hirer's Warranties

- 10 The Hirer warrants that he will:
  - (a) not permit any other person to ride the Motorcycle;
  - (b) on or before the expiry date of the hire deliver the Motorcycle to Roge Bikes' depot in Cannington;
  - (c) take all reasonable care in handling and parking the Motorcycle;
  - (d) not ride the Motorcycle on beaches, through salt water, on unsealed roads, private roads or any racing track or venue;
  - (e) securely lock the Motorcycle whenever it is left unattended, by using the ignition lock and steering lock.
  - (f) check the Motorcycle's engine oil level every day and replace it as necessary;
  - (g) ensure the tyres are kept at proper pressure as per manufacturers guidelines stated on the tyres;
  - (h) not sublet or hire the Motorcycle to any other person;
  - (i) not operate the Motorcycle, or permit it to be operated, in circumstances that constitute an offence by the rider;
  - (j) not operate the Motorcycle, or permit it to be operated, in any race, speed test, rally or contest, or to propel or tow any other vehicle;
  - (k) not operate the Motorcycle, or permit it to be operated, in breach of any legislation or by-laws relating to road traffic;
  - (l) be familiar with, understand and comply with Western Australia's driving rules; without limiting that obligation attention is drawn to the following key rules:
    - (i) ride on the left hand side of the road;
    - (ii) obey all traffic signs and directions;
    - (iii) overtake on the right;
    - (iv) give way to pedestrians on a pedestrian crossing and at intersections;
    - (v) observe yellow traffic lights as a signal to stop unless it is dangerous to do so **note** the yellow light signal is the reverse of that found in many countries where orange precedes green. In Western Australia it precedes a red signal;
    - (vi) maximum speed limits are indicated by signs being a number (representing the speed limit) inside a red circle. Generally the speed limit within towns and cities is 50km/h increasing to 70-110km/h on open roads and freeways (motorways). Nowhere in Western Australia is the maximum speed limit greater than 110km/h;
  - (m) keep one copy of this agreement available throughout the Hire Period for producing on demand to any police officer;
  - (n) indemnify Roge Bikes for and against any loss, damage or injury suffered by any person arising out of this Agreement or the Hirer's use, or any other person's use of the Motorcycle during the Hire Period;
  - (o) wear an approved motorcycle rider's helmet at all times.

### 11 The Hirer is liable to pay for:

- (a) fuel topped up to return the tank to full at the completion of the Hire Period at the rate of \$2.00 per litre.
- (b) any parking or traffic fines accrued during the Period of Hire;
- (c) the replacement cost of any lost or damaged keys;
- (d) the cost of repairing any punctures or replacing damaged tyres and belt drivers;
- (e) an amount equal to all other costs, expenses, claims, demands and penalties incurred or otherwise resulting from the use of the Motorcycle and accessories by the Hirer or by any other person during the period during which the Motorcycle is with the Hirer, beginning at the time of delivery of the Motorcycle to the Hirer and ending at the time when the Motorcycle is returned to Roge Bikes;
- (f) the full hire charge applicable for the duration of the hire as documented on page 1 of this Agreement, notwithstanding any early return of the Motorcycle;
- (g) all charges under this clause on demand, such demand for payment usually being made at the expiration of the term of the hire but some demand may be made later to cover costs and expenses which are subsequently determined;
- (h) any part or component of the Motorcycle removed from it during the Hire Period or missing from it at the conclusion of the Hire Period.

### Roge Bikes

- 12 Roge Bikes:
  - (a) will supply the Motorcycle in a safe, legally-compliant and roadworthy condition;
  - (b) provides no warranties, except to the extent required by law, to the Hirer in respect of the Motorcycle or accessories and excludes all implied warranties where that is lawful;
  - (c) for the sake of clarity, accepts no responsibility or liability, except for its obligations under this Agreement, for any costs, expenses, damages (including any damages for loss of enjoyment) or any other liabilities resulting from any damage to the Motorcycle or accessories (whether accidental or otherwise), breakdown or any other failure of the Motorcycle or accessories, irrespective of whether Roge Bikes was in any way negligent;
  - (d) will not be liable to the Hirer nor to anyone claiming through or under the Hirer for any indirect, special or consequential damages arising in any way out of any matter covered by this Agreement;
  - (e) will not be responsible for any damage or injury to any person or property caused by the Hirer's use of the Motorcycle or of entering into this Agreement. **[Initials]**

- 13 To avoid any doubt, this Agreement:
- (a) is governed in all respects by the laws of the State of Western Australia and the parties submit to the exclusive jurisdiction of the Courts of Western Australia;
  - (b) authorises Roge Bikes to debit the Hirer's credit card with any charges arising out of the Agreement;
  - (c) makes the Hirer liable for full payment of the Period of Hire even in the event that he returns the Motorcycle early; and
  - (d) is reliant on the Hirer's warranty that his drivers licence, detailed above, is legally enforceable and current in the country of issue and has not been revoked, cancelled or expired in any way and is rated for the type and size of motorcycle hired.
- 14 Deposits and cancellations will be determined at time of booking.
- 15 Roge Bikes will not be held responsible for the Motorcycle not being available for the Period of Hire at time of booking if such unavailability is the result of unforeseen circumstance at the time the booking was made
- 16 Minimum age of hire is 28 years.

**SAFETY TERMS AND CUSTOMER DECLARATION**

- 17 There is risk involved in motorcycle riding. Risks in undertaking this activity include motor vehicle crashes, personal injury, damage to the motorcycle and injury to others.
- 18 Roge Bikes reserves the right to withdraw its services, namely the hire of the Motorcycle, from you if in our opinion your use of it is likely to endanger you or others.
- 19 **EXCLUSIONS: To the extent permitted by law, all Roge Bikes' liability for damage to you or your property, disruption to any travel plans, or mental injury is excluded.**

**I have read and agree to the above terms and conditions. [Initials]**