

General Terms and Conditions of Hire

Circle New Zealand Rentals Ltd is a Registered Company trading as CircleNZ. We hold a Rental Service License with NZ Transport Agency and are authorized to provide vehicles for hire. Our License Number is 0321565. These Terms and Conditions form part of the agreement between you, hereafter referred to as 'The Hirer', and Circle New Zealand Rentals Ltd, hereafter referred to as 'CircleNZ'. They help to define the terms of the hire and help protect your Rights, please read them carefully as you will be required to sign a Rental Agreement saying you have read, understood and agreed to these Terms and Conditions before picking up your hire motorcycle. By agreeing to these Terms and Condition The Hirer undertakes that they have the experience, skill and ability to ride a high capacity motorcycle in a safe manner. CircleNZ want your experience with us to be a happy one so if you have any questions or concerns please ask. You will find our full contact details at the end of this document.

Age

The minimum age for hiring any of our motorcycles is usually 25 however this may be lowered to 18 on a case by case basis. Please contact us for more details.

License Requirements

You must hold a Motorcycle license for the class of motorcycle you're hiring and have held it for a minimum of 2 years prior to the commencement of the hire. If you do have not held it for 2 years, it may be possible to hire a motorcycle from us but special conditions may apply, please contact us prior to making a booking if this is the case. Your license need not be a New Zealand license but must be valid for the country in which it was issued and be recognized as such in New Zealand. It must clearly show you are licensed to ride a motorcycle. If the license is not in English a translation or International Driving Permit will be required. Note that you will be required to show your license at the commencement of the hire.

Rental Agreement and Vehicle Check Off Sheet.

Prior to taking possession of the motorcycle The Hirer will be required to sign a Rental Agreement agreeing to these terms and conditions. The Hirer and a CircleNZ representative will then jointly to fill in a Vehicle Check Off Sheet (VCOS) noting any damage to the vehicle prior to commencement of the hire. A copy of the Rental Agreement will be give to The Hirer and must be kept with the vehicle at all times.

Hire Period

The hire period starts when you pick the motorcycle up and is charged in units of 24hr periods thereafter. The minimum rental period is one day or 3 days during peak times. Note that we operate from 9.00am to 5.00pm so pickup/return must be within these times unless otherwise arranged. For example if you pick the bike up for a 3 day hire at 10.00 am on Monday it MUST be returned by 10.00am Thursday.

Return of Vehicle

As stated above, the motorcycle MUST be returned by the date and time specified on the Rental Agreement, failure to do so will incur a Fee of \$250 PLUS daily hire charges in minimum units of 24hrs until the motorcycle is returned.

IMPORTANT -if you fail to return the bike on time and have not notified us within two hours after your scheduled return time the motorcycle will be reported as stolen to the Police.

Insurance Excess Bond

A bond of \$2,500 required to be authorized before your motorcycle is released to you on the day of hire. This can be done by signing a pre authorized credit card slip. This payment will not be processed providing the motorcycle is returned in an undamaged condition on the appointed date and time. Note that riders under the age of 25 are subject to a higher Insurance Excess, please contact us for details.

Payment & Deposit

A 20% deposit must be paid with all bookings. The full balance is payable on or before the first day of hire. This can be paid by Bank Deposit, Cash or Credit Card. If the balance is paid by credit card a 3.5% surcharge will be made.

Cancellation Policy

Where a cancellation is received more than 60 days from the first day of hire a full refund, minus \$80 Administration Fee, will be given.

Where a cancellation is received within 59 days prior to the first day of hire, or during the period of hire, no refund will be given.

We strongly recommend you take out personal insurance to cover any loss you may incur through cancellation. All cancellations must be made in writing.

Government Service Tax

All prices include New Zealand Government Sales Tax of 15%

Distance Charge

Unless the 'Increase to 400km' option is selected when booking, or added prior to the first day of hire, a Distance Charge of 30 cents per kilometer will apply when an average of more than 300km per day is recorded. Where this has been increased to 400km/day the Distance charge will be applied where average of more than 400km per day is recorded. Suzuki GN125's have an allowance of 250km/day and a Distance Charge of 25 cents per kilometer.

Personal Insurance

You will be covered by New Zealand's ACC (Accident Compensation Corporation) for any medical expenses caused by a vehicle accident. We recommend that you take out personal insurance to cover illness, loss of earnings, loss or damage to personal belongings etc.

Insurance

Fully comprehensive Insurance Cover is included in the hire cost with an excess of \$2,500 which is covered by your Insurance Excess Bond. Third party liability insurance is also provided in case damage is caused by The Hirer to other persons or property as a result of using the vehicle, this is limited to \$20,000,000. Riders under the age of 25 will but subject to a higher rate of insurance excess, contact us for details.

Damage & Repair Cost on the Road

In the event of the motorcycle suffering damage by whatever means the Hirer must inform CircleNZ immediately giving details of the damage, names of witnesses, nature of the incident, Police reference number etc. Depending on the nature and cause of the damage CircleNZ will take the appropriate action which may include authorizing a repair, arranging a replacement motorcycle or canceling the hire.

If the vehicle is damaged to such an extent that it is no longer road worthy, and said damage was caused by the Hirer, a replacement will NOT be provided. A Recovery Fee of up to \$800 may be charged in this situation - CircleNZ undertake to pass on only the costs directly related to the recovery and to provide The Hirer with a breakdown of these costs.

Note: AA Roadside Cover does NOT cover repair to damage caused by accidents or vehicle recovery following an accident.

Tyres

The Hirer is responsible for the cost of any puncture repairs or replacement of any tyre due to damage sustained during the period of hire no matter how the damage was sustained.

Keys

The Hirer is responsible for the full cost to replace lost keys. CircleNZ will attempt to replace lost keys on a cost recovery basis if lost during the period of hire but are not responsible for any expenses the Hirer may incur due to immobility of the vehicle.

Damage & Repair Costs on Return

Providing the motorcycle is returned with no new damage the Insurance Excess Bond will be returned to the Hirer in full once the Vehicle Check Off Sheet (VCOS) has been signed by both parties. Where fresh damage is noted this shall be marked on the VCOS, signed by both parties and a copy provided to the Hirer. Costs to repair/replace shall then be sought by CircleNZ and these costs deducted from the Insurance Excess Bond, details of costs shall be given to the Hirer at the earliest opportunity. CircleNZ reserve the right to deduct up to the full Insurance Excess Bond but undertake to repair/replace the damaged item in a cost effective and fair manner. Any damage or loss to accessories will be deducted from the Insurance Excess Bond at cost of repair or replacement if repair is not possible.

Pickup & Drop Off Times

Our normal hours are 9.00am to 5.00pm Monday to Saturday. In exceptional circumstances we can arrange for pickup/drop off outside these hours but this must be arranged in writing at least 36hrs prior. Normal drop off is at our Christchurch Head Quarters, 72 Waikoruru Rd, Tuahiwi 7691. If you want to drop off elsewhere a Relocation Fee shall apply.

Breakdown & Mechanical Failures

The Hirer is authorized to spend \$80 on repairs for mechanical failures such as broken cables, blown bulbs etc. This will be reimbursed at the end of the hire providing a receipt is obtained. Authorization for repairs in excess of this amount must be approved by CircleNZ before being carried out, failure to do so may result in the reimbursement being declined.

AA Roadside Cover 0800 734 543 - Quote the Vehicle Registration Number.

All vehicles are covered by AA Rental Care Roadside Assistance cover which provides roadside assistance in the event of a mechanical breakdown. If the call out is driver related (lost keys, incorrect fuel) etc a fee may apply. If a mechanical breakdown occurs the AA will attend the vehicle and attempt to fix the issue, if they are unable to fix it they will transport you and the vehicle to a place of safety for repair and contribute up to \$200 towards the recovery costs. The Hirer must inform CircleNZ at the earliest opportunity in the event of a breakdown, we will endeavor to assist with the repair or arrange for a replacement vehicle if possible. If a replacement vehicle is not available we will refund you for the remaining hire period.

AA Breakdown Roadside Assistance 0800 734543, please quote the vehicle registration number.

Note: AA Roadside Cover does NOT cover repair to damage caused by accidents or vehicle recovery following an accident.

Maintenance on the Road

The Hirer agrees to perform all daily checks on the vehicle such as oil and coolant levels, tyre condition and pressure, correct operation of lights/indicators/horn. All of our motorcycles are maintained to a very high standard and should need no further serving during the period of hire.

Road Restrictions

All our motorcycles are prohibited from being ridden off a sealed road unless there is no alternative route. New Zealand has numerous unsealed roads which may be used to get to a destination if a sealed alternative is not available. The motorcycle must not be used on any surface likely to cause damage or used; to cross a ford, stream or river; on a flooded road, closed road, beach, lake or sea shore. 'Off road' riding is strictly prohibited.

The following roads are specifically excluded from use:

- Skippers Canyon (Queenstown)
- 90 mile beach (Northland)
- Tasman Valley Road (Mt Cook)
- Nevis Canyon Road (Otago)
- Mavora Lakes Road (Queenstown)
- Waikaremoana Road (Whakatane District)
- Rainbow Road (South Marlborough)

Prohibited Use

The Hirer must not use the motorcycle, or allow it to used:

- To carry passengers or freight for hire or reward.
- To tow anything.
- To take part in a rally, time trial, race or contest of any sort.
- By anyone other than the person named on the Rental Agreement.
- For an illegal purpose or in contravention of NZ Road Rules

Fines & Infringements

The Hirers is liable for all fines relating to the vehicle for the period of hire. This includes parking and speeding fines. Any traffic fines will be deducted from your credit card excess and a \$50 Administration Fee will apply unless the Hirer has paid the fine directly before the end of the hire period.

Replacement Motorcycles

If, for reasons beyond our control, we are unable to provide the specific motorcycle booked we will provide an equivalent or higher specification motorcycle for the same price. If this is not acceptable we will refund you the full hire charge or offer you a lower spec motorcycle with a pro rata refund on the original hire charge.

Fuel

All our motorcycles are supplied with a full tank of fuel. You are required to bring the vehicle back with a full tank at the end of the hire period. A \$30 refuel fee will apply

Cleaning

Please DON'T clean the vehicle while it's in your care. Without the correct materials it's very easy to damage paint work, windscreens, chrome etc so just leave it to us. We have the proper facilities for cleaning and make no charge for this.

Airport Transfers

We can arrange transfer to or from Christchurch airport or Hotel, this is usually free for +7 day hires.

Contact Us

Our aim is to make your tour as hassle free as possible so if you have any questions or concerns either before or during the period of hire please get in touch or leave a message at one of the options below. We will get back to you as soon as possible.

- Office hours +64 279277123
- Mobile/after hours +64 279277123
- email info@circlenz.co.nz or use our [Contact Form](#)
- facebook Circle New Zealand Rentals Ltd

If you try to ring and get no reply we're probably out riding so just send us a text and we'll get back to you asap.