

Gannet Bikes Terms and Conditions

1. **HIRER LIABILITY** - The Hirer agrees to accept all risks and will not hold Gannet Bikes, or any of their employees or agents responsible or make any claim against them (including claims arising from negligence) for any direct or indirect injury or damage to the Hirer or its property. The Hirer agrees that any claim in respect of any damage and/or injury to other persons and/or property is their responsibility and not the responsibility of Gannet Bikes or their employees or agents and hereby indemnify Gannet Bikes against any loss, damage or claim whatsoever arising against them. The Hirer is advised to provide their own travel insurance to cover their expenses in cases of unforeseen circumstances. The Hirer must provide any medical details that may adversely affect their participation (e.g. asthma, pregnancy, chronic conditions) at the time of booking, so that Gannet Bikes may discuss contingency planning with you.

The Hirer accepts that they are responsible for the cost of replacement, repair or other remedy should any loss or damage occur to the hired items during the period of the hire. The Hirer agrees to provide a credit card for imprint or record as security and agrees to a charge on this credit card for any loss, damage or repair costs. This imprint or record will be destroyed upon return of the bicycle in good condition.

The Hirer is responsible for all hired items provided by Gannet Bikes for both themselves and any other rider included in this hire during the period of responsibility.

2. **NEW ZEALAND LAW** - This hire agreement is governed in all respects by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the Courts of New Zealand. Visitors to New Zealand must have full insurance due to limited ACC cover. The Hirer understands that New Zealand law requires the use of bicycle helmets and the Hirer agrees to wear a bicycle helmet at all times while using the bicycle.

3. **SAFETY** - The Hirer accepts that cycling and associated activities have inherent risks and can be dangerous. The Hirer understands that these risks include (but are not limited to): illness, accidents, rock falls, slips, rough riding conditions, poor weather, tsunami, wildlife and collisions, all of which may occur in isolated areas. The Hirer accepts all responsibility and liability for ensuring their own safety. Gannet Bikes reserves the right to refuse any person who it believes is likely to be a danger to themselves or others.

4. **CANCELLATION** - In the event of climatic or environmental conditions causing closure of the beach, Gannet Bikes agrees to fully refund the Hirers bicycle hire fee. In the event of the Hirer cancelling, refund of the bicycle hire fee is subject to whether the bicycles can be re-hired and whether other bookings have been turned away. Gannet Bikes undertakes to make every effort to re-hire the bicycles but makes no absolute guarantee and reserves the right to charge a fee for this service. Application for refunds will be considered on a case by case basis by Gannet Bikes.

Gannet Bikes reserves the right to cancel the hire at any time should it become necessary in the interests of safety, equipment failure, or other unforeseen circumstances.

I certify this information is true and correct and that I am over 18 years of age. I have read and understand the Gannet Bikes Terms and Conditions and agree to abide by these Terms and Conditions at all times.

Signed:

Date:

Full Name:

Physical Address:

NZ Mobile Phone number:

Bicycle number(s):