

# Scooter/motorcycle Hire Agreement

From time \_\_\_\_\_ date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ 2014 To time \_\_\_\_\_ date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ 2014

1. Name: \_\_\_\_\_
2. E-Mail: \_\_\_\_\_
3. Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_
4. Address \_\_\_\_\_
5. License Type \_\_\_\_\_ No. \_\_\_\_\_
6. Credit Card Type \_\_\_\_\_ Name \_\_\_\_\_ Number \_\_\_\_\_ Expiry \_\_\_\_ / \_\_\_\_

In this agreement made between the owner and the hirer it is agreed as follows:

## Vehicle Description

1. The owner will let and the hirer will take on hire of the vehicle **Model** \_\_\_\_\_ **Registration** \_\_\_\_\_.

## Duration Of Hire

2. The term of hire shall be as set out in this agreement.

## Persons who may Drive Vehicle

3. The vehicle may be driven during the period of hire only by the persons named in this agreement and only if they hold a current drivers licence appropriate for the vehicle at the time they are driving the vehicle.

## Payment By The Hirer

4. The hirer shall pay to the owner as payment for the hire of the vehicle for the period specified in this agreement the sum detailed in this agreement.
5. In addition to the payment specified in clause 4 of this agreement the hirer shall pay to the owner the sum detailed in this agreement for the insurance cover set out in clauses 9-10 of this agreement. (Unless cover rejected or covered free of charge).
6. The hirer shall fill the tank at the end of the rental period.

## Hirer's Obligations.

7. The hirer shall ensure that -
  - The tyres are maintained at the proper pressure.
  - Only 95 Octane fuel is put into the vehicle.
  - The vehicle is returned in a clean and tidy condition.
8. The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

## Insurance

9. Subject to the exclusions set out below the hirer and any driver authorised to drive the vehicle is indemnified to the extent of EUR 3'250,000 in respect of liability he or she might have for damage to any property belonging to any other person and arising out of the use of the vehicle.

## Exclusions

- The indemnities referred to above shall not apply where the damage, injury or loss arises where -
- the driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle.
  - The vehicle is operated in any race, speed test, rally or contest.
  - The vehicle is driven by any person not named in clause 3 of the agreement.
  - The vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a drivers licence appropriate for that vehicle.
  - The vehicle is wilfully or recklessly damaged by the hirer or any person named in clause 3 of the agreement, or is lost as a result of the wilful or reckless behaviour of any such person.
  - The vehicle is operated on any beach or unsealed road.
  - The vehicle is operated outside the term of the hire or any agreed extension of that term.
- It is agreed between the owner and the hirer that section 11 shall apply with respect to the above exclusions.

## Insurance

- The hirer must satisfy the owner that he or she has adequate insurance cover.
10. The Hirer accepts that the vehicle is hired to him or her at his or her own risk in respect of loss or damage to the vehicle and consequential loss by the owner. The hirer accepts that he or she may be liable to the owner for any loss or damage to the vehicle and consequential loss.

(Signature of Hirer)

(YOU SHOULD NOT SIGN THIS UNLESS YOU ARE SURE YOU UNDERSTAND ITS EFFECT)

**Owners obligations**

- 11. The owner shall supply the vehicle in a safe and roadworthy condition.
- 12. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except to the extent that by the terms of this agreement those costs are payable by the hirer.
- NOTE - by virtue of clause 7 of this agreement the cost of petrol and other fuel including 2-stroke oil, but not other lubricating oil, used during the term of the hire is responsibility of the hirer.

**Mechanical repairs and accidents**

- 13. If the vehicle is damaged or requires repairs or salvage whether because of an accident or breakdown, the hirer shall advise the owner or his agent of the full circumstances by telephone as soon as possible.
- 13a. The owner shall be permitted to have 48 hours in which to repair or replace the vehicle.
- 14. The hirer shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs are necessary to prevent further damage to the vehicle or other property.
- 15. The hirer shall ensure that no person shall interfere, except in an emergency, with any part of the engine, transmission, braking or suspension system of the vehicle.
- 16. The hirer is responsible for any punctures, tyre or rim damage that occurs during the term of the hire.

**Use of the vehicle**

- 17. The hirer shall not use or permit to be used for the carriage of passengers for hire or reward.
- 18. The hirer shall not -
  - Sublet or hire the vehicle to any other person.
  - Permit the vehicle to operated outside his authority.
  - Operate the vehicle or permit it to be operated in circumstances that constitute an offence by the driver against the law, or bylaws relating to road traffic, which relates to driving with excess speed or blood alcohol or under the influence of drink or drugs.
  - Operate the vehicle or permit it to be operated to propel or tow any other vehicle
  - Operate the vehicle or permit it to be operated in any race, speed test, rally or contest.
  - Operate the vehicle or permit it to be operated for the transport of more than two passengers.
  - Drive or permit the vehicle to be driven by any person if, at the time of his driving the vehicle, the hirer or any other person is not the holder of a current drivers licence appropriate for the vehicle.

**Return of the vehicle**

- 19. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the owner or his agent at the address detailed in the agreement or obtain the consent of the owner or agent to the continuation of the hire.
- 19a. Should the hirer return the vehicle earlier than stated on the agreement, no refund is given.
- 19b. Should the hirer return the vehicle later than stated on the agreement then late fees of 10% and additional hire fees will apply.

**Immediate return of the Vehicle where Default or Damage**

20 The owner shall have the right to terminate the hiring and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of this agreement, or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under this agreement.

NOTE TO HIRER: YOU MUST KEEP A COPY OF THIS AGREEMENT. A COPY MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND BY ANY AUTHORISED POLICE OFFICER.

**Privacy Clause**

The hirer acknowledges that the information provided on this form will be held by the owner and agrees that the information may also be held for purposes of contacting the hirer during or after the hire period.

Helmet/s

Extras

Lock

Cash deposit of 150 Eur refundable at the end of the lease upon the return and inspection of equipment and gasoline

Other

Damage.....