

TwoWheels Rider Academy

General

Please be aware of the Terms & Conditions of Hire before taking delivery of the motorcycle so there is no chance of misunderstandings.

Please note that these vehicles are NOT to be driven on gravel roads.

At all times, carry your driver's license.

Risk

There is risk involved in driving and parking any vehicle, so following common sense rules will reduce this drastically, giving you peace of mind. The motorcycle shall be at the sole risk of the renter from the date and time of acceptance of the motorcycle to him or her until the motorcycle is returned to TwoWheels Rider Academy (TWRA hereinafter). The motorcycle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.

The renter shall return the motorcycle at the renter's expense to an authorised representative of the TWRA at a TWRA drop-off or such location as per prior agreement. The renter acknowledges that failure to return the motorcycle in terms of this agreement shall constitute illegal possession by him and will be subject to criminal proceedings.

Rental Tariffs

Rental tariffs include service and maintenance. TWRA strives to ensure that the renter will ride a motorcycle that is maintained and in a road worthy condition.

Unfortunately, at times, certain unexpected and uncontrollable situations arise which may require the substitution of a motorcycle. This includes, but is not limited to, mechanical failure, collision damage and theft. Should TWRA not be able to supply a confirmed motorcycle with the confirmed type or similar, the renter will be refunded in full. This constitutes the maximum liability of TWRA.

Rental Fees

Rentals are primarily for the purpose of passing out on the K53 test and therefore limited to 2 days and billed at R300 ZAR per day, payable in advance, unlimited mileage.

Renter Warrantee

The renter warrants that:

1. All particulars and representations given and made by the renter are true and correct;

2. The signatory who signs this agreement on behalf of the renter is authorised to act as such;
3. The driver holds a valid driver's license for the motorcycle, has not been convicted of any criminal offence which resulted in the endorsement or cancellation of his/her driving license, will not drive the motorcycle under the influence of alcohol;
4. No person other than the renter (or nominated driver) shall drive the motorcycle;

Rental Period

Means the period between the "Out (Date/Time)" and the Due Back "(Date/Time)" as specified; if such period is exceeded the lessee will be liable for an additional full days rental. Notwithstanding anything to the contrary contained elsewhere in this agreement, TWRA shall be entitled to terminate this agreement at its sole discretion at any time by notice to the renter and/or driver and or representative of the renter, whereupon the renter shall return the motorcycle to TWRA upon demand.

Insurance

Collision damage waiver and theft protection insurance are **NOT included** in the price. The renter will be responsible for the full value of the vehicle or repair claim. This value will be indicated on the agreement at time of acceptance of the vehicle. The renter is also responsible for any third party claim.

Renter Responsibilities in the event of an accident or theft

It is the renter's responsibility to handle the rented motorcycle with care and to adhere to local rules and regulations. Using the motorcycle to trespass is prohibited. The renter is to report any damage to the vehicle in the case of an accident, immediately additionally the renter shall:

Obtain the name and addresses of everyone involved and of possible witnesses;

Notify the police and TWRA as soon as possible and in any event within 24 (twenty four) hours of the occurrence in question;

Not admit any responsibility or liability or release any party from any liability or potential liability, nor settle any claim or potential claim against or by any party, nor accept any disclaimer of liability;

Make adequate provision for the safety and security of the motorcycle;

If the renter is not the driver, the renter shall automatically become liable for all damages, including any third party claims;

Co-operate with TWRA and any investigation, the lodging or instituting of any claim or action and the defence or any prosecution, claim or action relating to the above.

The renter shall not be entitled to affect any repairs to the motorcycle whether mechanical, structural or otherwise without prior written consent of TWRA

Personal and Third Party Liability Waiver

TWRA does NOT provide any personal and or third party insurance, as the lessee you are and will be held fully responsible for any injury and or death to self or any third party whatsoever irrespective of the conditions under which injury or death occurred or was sustained