

TERMS & CONDITIONS

1. During this time that the motorcycle is in possession of the customer, he/she also accepts full responsibility for any repairs for any other damage sustained as a result of undue care, theft, or accident or incident arising resulting in damage sustained.
2. During this time that the motorcycle is in possession of the customer, he/she agrees to surrender the keys of their own motorcycle or vehicle whilst the motorcycle on which they are test riding is in their possession and, unless specifically stated prior to the test ride, do so solemnly declare that the customer is the registered owner of this vehicle.
3. Where the test ride motorcycle is not covered by insurance for damage sustained as a result of undue care, theft or accident, or incident as a result of an investigation by the owner or as directed by an insurance company and the customer has not arranged temporary cover, the customer agrees to pay the cost of damage (as described in conditions 2 and 3 above) which occurs during the period of the test ride.
4. Where the repayment of damage has not been settled to the satisfaction of the owner prior to the customer collecting their own motorcycle or vehicle, the customer authorises the owner to exercise a lien over the customer's motorcycle or vehicle until payment for damage is agreed and further authorises the owner to sell the motorcycle or vehicle by public auction to recover the debt subject only to legal requirements as to any finance debt due on the customer's motorcycle or vehicle.
5. The customer agrees to pay for any fines and accept full responsibility for any other offences of the Road Traffic Act or other legislation or Council By-Laws, Regulations, etc., which have been incurred during the period of the test ride.
6. The Motorcycle(s) are 'Fit For Purpose' in the capacity that the customer is adequately licensed, suitably experienced to control the motorcycle's power and weight, and after careful consideration, is a suitable motorcycle for what the customer is looking to purchase as determined between the customer and owner or owner's representative.
7. In this Agreement, the following expressions shall have the following meanings: "the owner" means THE DEALER (named overleaf) its licensees, agents, and representatives;
 - a. "the customer" includes any person who signs this Agreement and any person whose agent signs this Agreement;
 - b. "the motorcycle" means the motorcycle described overleaf or any other replacement motorcycle provided to the customer by the owner;
 - c. "the time agreed to test ride the motorcycle" means the period commencing with the time of the test ride and ending either when the motorcycle is returned as specified (whether by the customer or not) or when the owner receives proper confirmation of the theft or destruction of the motorcycle;
 - d. "damage" includes loss of and damage to the motorcycle, its tyres, tools, and accessories, and any costs incurred by the owner in connection with the loss or damage;
 - e. "the excess" means the amount referred to as "excess in this agreement";
 - f. "the insurance" means the policy of insurance arranged by the owner for the purpose of Clause 6 covering damage to property other than the motorcycle or property owned or in the physical or legal custody or control of any member of his/her family;
 - g. "person" includes a corporation. Where the customer is more than one person, liability shall be joint and several.
 - h. "Fit for purpose" means that by taking the motorcycle, the customer acknowledges that it is in good order and condition and is suitable for the purpose, use, or operation required by the customer and that there has been no reliance on advice or representations.
8. The customer warrant that:
 - a. He/she is over the age of 18 years and holds a current motorcycle license valid for the type of motorcycle being used in the place where the agreement is signed. In the event that the motorcycle is ridden by anyone else, the customer accepts full responsibility for any damage to the motorcycle.
 - b. The customer warrants that the personal details provided are correct and acknowledges that the owner relies on the truth of these representations and gives permission to be contacted after the test ride as necessary.Proviso – Nothing in this clause shall limit or vary any liability which may arise under any relevant State or Federal laws, including the Competition and Consumer Act 2010, except to the extent that liability may be limited or varied.
9. Subject to Clause 8 (b), and subject to the following sub-clauses (a – k), the customer is entitled to use and hold the motorcycle for the time period, and any authorised extension thereof, at the end of which period the customer agrees to return the motorcycle as specified overleaf during the hours the owner is open for business, and the customer:
 - a. Agrees to ride the motorcycle within the agreed distance from the dealer's premises.
 - b. Must not allow any person other than the customer to ride the motorcycle without the written consent of the owner.
 - c. Must report immediately to the owner any damage to the motorcycle or any accident involving the motorcycle, to complete forthwith after any such damage or accident (or as soon thereafter as is reasonable in the circumstances) the owner's Accident Report form and to comply with all requests of the owner to provide assistance in any litigation or investigation relating to such damage or accident.
 - d. Must ride and maintain the motorcycle in a cautious and prudent manner; and must return the motorcycle in a clean and roadworthy condition.
 - e. Must not use the motorcycle for any illegal purpose or in any race or speed test or in contravention of any law concerning the use of the motorcycle or when the motorcycle is in any way damaged or unsafe.
 - f. Must not ride the motorcycle under the influence of any alcohol or drug or with a blood alcohol level as indicated by analysis of the driver's breath or blood in excess of that permitted by the law applicable to the place in which the motorcycle is ridden.
 - g. Must not use the motorcycle to carry volatile liquids, gases, explosives, or corrosive or inflammable materials.
 - h. Must ensure where the motorcycle is used for a test ride in accordance with this agreement; it is not used for any other purpose in excess of that for which the vehicle was constructed. Such prohibited uses include the carrying of passengers for fare or reward, off-road use, use on unsealed roads, racing or exceeding speed limits. The motorcycle is to be used on properly constructed roads only.
 - i. Must pay any fines for offences committed by the customer or his/her agent and pay all charges imposed by any law or government body, and to reimburse the owner for any fines paid or legal costs incurred by the owner arising out of the customer's possession of the motorcycle.
 - j. Must reimburse the owner for any loss (including legal costs) incurred relating to a breach of the customer's obligations and to indemnify the owner against any liability arising out of a breach of the customer's obligations.
 - k. Must pay to the owner interest at the rate of 1.5 percent per calendar month or part thereof on any outstanding amount due to the owner after 30 days under this agreement.
10. In the event of damage to the motorcycle or damage arising out of the customer's use or possession of the motorcycle, then -
 - a. If the customer has not breached this Agreement: -
 - (i) Subject to subparagraph (ii), he shall pay the excess to the owner. Upon such payment, he shall be under no further liability to the owner for damage to the motorcycle, and he shall be entitled to claim on the insurance. If the total amount of the damage to the motorcycle and the damage to the third-party property arising out of its use is less than the excess, then the owner shall refund the difference.
 - (ii) In the event that the insurance policy cover for the motorcycle is denied or does not extend to damage suffered during the customer's period of testing, then in accordance with clause 4, the customer shall pay for all damage caused by the rider's fault or negligence.
 - b. If the customer has breached this Agreement, he shall not be entitled to claim on the insurance and shall be liable to the owner for all damage to the motorcycle and to third-party property, howsoever caused.
- 11.1 The Customer's right to claim on the insurance is subject to the terms of an insurance policy (a copy of which is available from the owner) and is conditional upon the customer not be otherwise entitled to claim under another insurance policy.
- 11.2 In the event that damage is not covered or not fully covered under the insurance, the customer agrees to indemnify the owner against all claims by any party for damage suffered as a result of any incident involving the motorcycle, whether as a result of the owner's negligence or howsoever caused, subject to the same proviso as set out in Clause 8.