



MOTORBIKE RENTALS

BIKE	LAMS	PRICE PER DAY
Suzuki DR-Z 400	X	\$139.00
Suzuki GSX-R 1300 Hayabusa		\$299.00
Suzuki DL 650 XT	X	\$249.00
Royal Enfield Himalayan	X	\$149.00
Royal Enfield Classic 350	X	\$139.00
Royal Enfield 411 Scram	X	\$149.00
Benelli Leoncino 800 Trail		\$189.00
Benelli Leoncino 502	X	\$169.00
Benelli TNT 125 Tornado	X	\$59.00
Rieju MR 300 Pro	X	\$195.00

RIDE DAY RENTALS

TERMS & CONDITIONS

Not included in the price:

- Tolls and toll fees
- ›Parking tickets, speeding fines and other penalties. (A, AU\$100.00 fee may be imposed for the handling of unpaid fines]
- Fuel – A, AU\$50.00 surcharge applies for any bikes not returned with a full tank of fuel
- ›Costs relating to punctures or other tyre damage occurring during the rental period
- ›Your own vehicle parking at or near the depot
- Bike cleaning upon return
- Public holiday handover fee: \$100.00. Please ask if handover is available for your dates.

TERMS & CONDITIONS

Renting a motorcycle from MCM Sales and Service Pty Ltd requires specific terms and conditions, that incorporate motorcycle usage.

The terms and conditions listed for motor vehicle rental on mcmtrading.com.au do not apply for motorcycle rental.

See below Motorcycle Hire Terms and Conditions for the rental agreement

1. DEFINED TERMS –

1.1 In these terms and conditions "Administration Fee" means the fee detailed on the cover page to cover the companies administration and processing cost.

"Agreement" means this agreement between you and the company and includes the cover page, these terms and conditions, the vehicle report and any annexure that is attached. "Corporate Account" means the company, association or group who has credit facility or payment account or any other arrangement with the company.

"Collision Damage Waiver" Means the choice available to you to reduce your liability in the event that you are involved in an accident or collision causing damage to the vehicle. "Company" means the company hiring the vehicle to you as identified on the cover page. "Cover Page" means the first page of this agreement.

"Credit Card Fee" means the additions payment required where the payment of any charge is made by credit card as indicated on the cover page.

"Drivers Licence" means unexpired drivers licence for the particular class of vehicle issued in Australia.

"Fuel Level" is the amount of fuel contained in the motorcycle.

"Fuel Service Fee" means the fee charge when you return the motorcycle with less fuel than when you hired it as indicated on the cover page.

"Hirer Liability Amount" means the amount indicated on the cover page.

"International Drivers Licence" means an unexpired, unrestricted drivers licence by a government authority of any country allowing the holder to drive in Australia, Provided the authority to drive in Australia is written in English.

"Off Road" means unsealed roads and includes beaches, 4wd tracks, grass plains and sand tracks but does not include unsealed roads that are in a caravan park, Bed and Breakfast establishment or any other property, which the primary use of paid accommodation.

"Rental Period" means the period commencing at the date and time shown on the coverage and ending on the date and time you return the motorcycle to the company.

"Repairs" means any mechanical or panel beating repairs, includes any towing, recovering and storing of the motorcycle.

"Sealed Road" means and surface sealed with any hard material such as tar, bitumen or concrete.

"Motorcycle" means the vehicle described on the cover page or any substitute vehicle. "Vehicle Damage Report" means the report accepted by you at the commencement of this agreement detailing the condition of the Motorcycle and is attached to and from part of this agreement.

"Vehicle Transport Fee" means the amount shown on the cover page being the reasonable fee charge by the company in consideration of this (a) Cost to relocate the vehicle to its place of hire; or (b) loss of use, in the event that the agreement for an alternate drop off point has been previously arranged with the company in writing.

"You" or "Your" refers to the person(s) identified as the "hirer" and any authorised driver / rider identified on the cover page.

2. CONDITION OF THE MOTORCYCLE

You acknowledge receiving the motorcycle from the company in a good and clean condition except as specified in the vehicle report with all the items specified in the vehicle report or in this agreement.

3. DRIVERS

3.1 The following persons must not ride the motorcycle (without prior written consent of the company).

- (a) a person who is not (1) listed on the cover page (2) your employee or employer if the use of the vehicle relates to your business activities and the vehicle has been hired under a corporate account.
- (b) a person who does not hold a current Motorcycle drivers licence or international driver licence endorsed for motorcycles.
- (c) a person who holds a learner permit.
- (d) a person who's blood alcohol concentration exceeds the maximum level of concentration or who is under the influence of any drug or and illegal substance, or
- (e) a person who has given the company false details of any kind.

3.2 The company reserves the right to refuse the hire of the vehicle where the age of the driver is outside the scope of the company's insurance policy.

4. USE OF MOTORCYCLE

4.1 Your use of the Vehicle is restricted by the limitations of the cover page including the authorized area of use.

4.2 You must not use the motorcycle for any kind of race or time trial unless you have hired a applied for the company's authority. Different Terms and conditions apply for racing.

4.3 You must not use or permit the motorcycle to be used for any of the following: (a) any illegal purpose (b) sublet or let the vehicle on hire to any other person (c) to carry more passengers then may be property accommodated by the motorcycle (d) to carry a greater load then that for which it was built (e) to carry passengers for payment or reward (f) use the motorcycle when it is damaged or unsafe (g) without the companies prior written consent, to carry any inflammable, explosives, or corrosive substances (h) operate or permit the motorcycle to be operated in breach of any legislation, regulation, rules or bylaws relating to road traffic and use, or (i) to be jump started or jump start another vehicle

4.4 You will be responsible for any damage whatsoever caused to the motorcycle which arises from use of the vehicle is restricted or prohibited by this clause

5. SECURITY, SAFETY AND CARE OF THE MOTORCYCLE

5.1 You must

- (a) maintain all the motorcycle engine and brake oils and engine coolant levels to the manufacturer specifications and insure that the tyres are maintained at the manufactures recommended pressure
- (b) keep the motorcycle locked using a theft proof chain or cable whilst not in use and the keys under your personal control
- (c) be able to produce the lock keys if the motorcycle has been stolen
- (d) generally do all things necessary to keep and maintain the vehicle in its current state and condition

6. RETURN OF MOTORCYCLE

6.1 You must return the motorcycle to the company

- (a) to the place, on the return date and the return time shown on the cover page unless extended by agreement
- (b) in the same condition as detailed in the vehicle report

6.2 If you return the vehicle before the return date, you may be entitled to some rebate of fees and charges at the discretion of MCM Sales and Service Hire

6.3 If you fail to return the motorcycle by the return date and fail to notify the company to extend the rental period the motorcycle may be reported as stolen

6.4 If you return the motorcycle to any place other than a company location, or if the motorcycle is returned outside the hours of operation, you will be deemed to have returned the motorcycle to the company only when the company takes possession of the keys to the motorcycle during its hours of operation, the rental charges will continue and you will be responsible for the vehicle until such time as the motorcycle is deemed to have been returned

6.5 If you return the motorcycle to a location other the return location shown on the cover page, the transport fee may apply

6.6 If you return the motorcycle with less fuel then it had when you rented it, you must pay the fuel service fee, the fuel level is indicated in the vehicle report

7. MOTORCYCLE BREAKDOWN – YOUR RIGHTS

7.1 If the motorcycle breaks down due to a mechanical fault and you have used the motorcycle in accordance with clauses 5 and 5 at all times, the company will endeavour to supply you with a replacement motorcycle of the same or similar model. If the company is unable to supply a replacement motorcycle, no additional compensation can be claimed by the customer.

7.2 The company will not charge you any rental during the period in which you do not have use of the motorcycle due to a breakdown under clause 7.1

7.3 Compensation will not be available to you during the period of the breakdown or for the rental due to breakdown under clause 7.1

8. LOSS AND DAMAGE TO THE MOTORCYCLE

8.1 Except to the extent of the company negligent or otherwise liable at law, you are liable:

- (a) for the loss of, and all damage to, the motorcycle;
- (b) any damage to a third party and third-party property caused by the vehicle
- (c) the cost of towing, recovering and storing the motorcycle; and administration cost incurred by the company arising under clauses 8.1 (a) to (c)

8.2 Your Liability under clause 8.1 will be limited in accordance with the terms and conditions of the options you have chosen under the hirer liability amount except where the damage or loss

- (a) arises from theft, where the motorcycle is left unlocked or unsecured or you have not kept the keys secure.
- (b) is caused damage resulting from immersion in water
- (c) is to the tyres damaged not from normal wear and tear
- (d) is caused by you riding the motorcycle with less than the manufacturer's recommended level of radiator fluid, oil or tyre pressure
- (e) damage caused by insufficient or incorrect maintenance of the air filter
- (f) is caused by you driving the motorcycle in a reckless or dangerous manner
- (g) is caused by using the motorcycle in breach of clauses 4 or 5 of this agreement.

8.3 In the event of a loss or damage to the motorcycle, you agree to pay on demand by the company;

- (a) the hirer liability amount;
- (b) the cost of repair or reinstatement of loss or damage where such loss or damage is not limited under clause 3.2 to the hirer liability amount;
- (c) and loss incurred by the company because the company is not able to use the motorcycle to generate rental incomes as a result of your fault

8.4 You must not arrange or undertake any repairs to the motorcycle without the written authority of the company except to the extent that the repairs are necessary to prevent further damage to the motorcycle or other property in which case you must first attempt to contact the company and obtain approval for the repairs

8.5 The company will only reimburse you for the costs of any authorised repairs if you produce to the company the original receipts for those repairs

9. LIABILITY FOR LOSS OR DAMAGE TO OTHER PROPERTY

9.1 Except to the extent the company is negligent or otherwise liable at law, you are liable

- (a) For all damage to the property of any person; (i) which is caused or contributed to by you; or (ii) which arises from your use of the motorcycle; and
- (b) for loss of, damage to, any property stolen from the motorcycle or otherwise lost or damaged during the rental period

9.2 Subject to clause 9.1 you indemnify the company for any loss of, or damage during the rental period

9.3 The company shall not be responsible for the state and condition of any property found in the motorcycle after the rental period

9.4 Any person claiming the return of any property found in the motorcycle after the rental period is required to furnish the company satisfactory proof of ownership

9.5 You have the rights conferred under consumer legislation and neither clause 9.1 nor any other provision of the agreement is intended to exclude, restrict or modify any non-excludable terms or rights which you may have.

10. LEGAL PROCEEDINGS AND CLAIMS

10.01 Where your use of the motorcycle results in an accident or claim; or where damage or loss is sustained to the motorcycle or other property or if the motorcycle has been stolen, you must;

- (a) promptly report such incident to the local police;
- (b) promptly report such incident in writing to the company by accurately completing the applicable company forms;
- (c) not make or give any offer, admission of liability, promise of payment, waiver, release indemnity or settlement without the company's written consent;
- (d) allow the company or insurers at its own cost to conduct or settle any legal proceedings against a third party;

- (e) allow the company to claim in your name under the applicable motorcycle insurance and you must do everything that maybe reasonably required to assist the company in making such a claim, including assigning the benefit of any insurance claim to the company;
 - (f) complete and furnish to the company; with reasonable time any statement, information and or assistance necessary accommodation costs; and
 - (g) forward to the company any claims or correspondence from third party within (seven) 7 days of receipt
- 10.02 Failure to do what is required under clause 10.1 may result in you being responsible for any resulting costs incurred by the company

11. BREACH OF THESE TERMS AND CONDITIONS

11.1 The company will have the right to terminate the agreement at any time following any material breach by you and take immediate possession of the motorcycle

11.2 Termination under clause 11.1 will result in you paying for

- (a) all reasonable cost for towing, storage and recovery of the motorcycle
- (b) all reasonable costs to return the motorcycle to its condition at the start of the rental period or replacement of motorcycle
- (c) all reasonable administration costs to the company
- (d) damage to third party caused by you
- (e) the administration fee; and
- (f) and loss incurred by the company because the company is not able to use the vehicle to generate rental income as a result of your fault pursuant to clause 8.3 (c) of this agreement

11.3 You will be entitled to terminate this agreement if the company materially breaches its obligations

12. APPLICABLE LAW –

12.1 The laws of the state or territory in which the motorcycle is delivered to you govern the terms and conditions of this agreement

13. COMPLAINT HANDLING PROCEDURE

13.1 If you believe that there has been an error in your account or in the amount being charged is unreasonable you must notify the manager of the company office from where you rented the motorcycle and submit within twenty – eight (28) days your complaint in writing providing full details together with any evidence to support your complaint

13.2 If the company concludes as a result of its investigation that;

- (a) your account has incorrectly been debited, the company will credit your account the shortfall and will notify you in writing; or
- (b) Your account has been correctly debited, the company will respond by providing you with its reasons.

13.3 If you are still dissatisfied and have any further queries, you must notify the company in writing within seven (7) days and a meeting will be arranged as soon as practically possible with a senior representative of the company in an attempt to resolve the issue

14. PPSR

14.1 Any hire that extends past 90 days, MCM Sales and Service will register our interest under this Rental Agreement on the Personal Property Securities Register. MCM Sales and Service does not need to notify you if we make or change such a registration, to the extent permitted by the law

15. PRIVACY ACT

15.1 The company is committed to protecting and maintaining the privacy of your personal information. In Australia the Privacy Act 1988 regulates the handling of personal information 15.2 The company's privacy policy explains how the company protects your privacy and how it collects, uses and discloses personal information that you provide

15.3 The company's privacy policy is available on request

16. MOTORCYCLE DANGERS AND SAFETY

16.1 The customer must acknowledge that motorcycling is dangerous. Renting a motorcycle may expose the customer to the possibility of injury or death. Other people may drive, ride or act in a manner that is outside the control of the customer or the company causing the rider to fall, be injured or worse.

16.2 The customer must acknowledge that riding motorcycle on a variety of different terrains, either on a road or track, sealed or unsealed trail may expose the rider to increased risks, including steep declines, erosion, sand, mud, rocks, slippery surfaces and dust that may cause the rider to fall, be injured or worse. Hidden or unexposed objects may cause the rider to fall, be injured or worse.

(a) You agree and understand liability release between you and MCM Sales and Service Hire Pty Ltd, its owners, directors and employees plus agents.

(b) You agree that you ride motorcycles at your own risk and that you, your successors, executors and administrators will release, indemnify and not instigate any claim, demand or expense against MCM Sales and Service Pty Ltd, its owners, directors and employees plus agents for any personal injury, loss of life, damage to personal property suffered during or subsequent to events during the rental period.

16.3 Accidents with wildlife can cause the rider to fall, be injured or worse.

16.4 The customer agrees to wear appropriate safety equipment all times whilst riding the motorcycle

(a) Motorcycle Helmet complying with Australian standards or equivalent

(b) Motorcycle boots appropriate for the motorcycle listed on the rental agreement. Laced boots are not allowed.

(c) Motorcycle goggles or visor

(d) Motorcycle gloves appropriate for the motorcycle listed on the rental agreement

17. GPS TRACKING

17.1 The customer agrees that

(a) the motorcycle may be fitted with a GPS tracker and data logger

(b) GPS Geofence restrictions may be applied in accordance with the restrictions outlined in the rental agreement

(c) remote shutdown of motorcycle can be activated if the customer is found to be in breach of the terms and conditions

Breach of rental contract terms voids ALL insurance and the renter is liable for ALL damage.

18. INSURANCE

18.1 Insurance DOES NOT cover:

(a) rider for bodily injury or damage/loss of personal belongings. Supplementary travel insurance is advised (see note).

(b) loss of rental caused by extensive damage to the motorcycle rendering it unavailable for hire.

(c) transport costs for the motorcycle/s to a repair centre or MCM Sales & Service depot location in the event of any accident.

18.2 Comprehensive cover includes:

(a) damage to and/or theft of motorcycle; third party injury; and third-party property.

(b) renter is liable for excess amount.

You also have the option for AU\$ 19.00 per day (for rentals over 7 days only) to reduce the insurance excess amount to AU\$ 2,500 for bikes over 650cc and AU\$ 1,500 for bikes 650cc and under. This is not available for riders currently on their learners or provisional permits. For longer term rides the excess reduction policy is capped at AU\$ 1,500 per trip.

Important note: Excess reduction is available for rides taking place on both sealed and unsealed public roads; however, the full standard excess will apply in the event of any single vehicle accidents on unsealed roads.

19 PERSONAL TRAVEL INSURANCE

It is vital that you have appropriate travel insurance which offers cover while motorcycling. MCM Sales and Service Pty Ltd, its Agents, Assigns and Contractors accept no responsibility for a customer's failure to arrange appropriate cover. Please also note that cover is often void if a helmet is not being worn. We strongly recommend you cover yourself with travel insurance in case of accident and to ensure that if your personal circumstances change and you have to cancel your costs are covered.