

# Motorcycle Rental Terms & Conditions Agreement

Made and entered into by and between

**DUALSPORT Adventures & Rentals (Pty) Ltd**, Registration Number, 2000/029299/07  
4 Lingfield Close, Milnerton Ridge, Milnerton. 7441. Western Cape, South Africa

Represented here by: Magdalena Stiff ID 580808 007 0080

Rental Dates: Pick up \_\_\_\_\_ Drop off: \_\_\_\_\_

Hereinafter referred to as DUALSPORT and



Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

ID/Passport #: \_\_\_\_\_ email: \_\_\_\_\_ Mobile \_\_\_\_\_

Hereinafter called THE RENTER

## TERMS AND CONDITIONS

### 1. DEFINITIONS:

In this agreement, except where the context indicates otherwise, the following words shall bear the following meanings:

- 1.1 "WEBSITE" means the pamphlets and the rates sheets published by DUALSPORT containing the current tariffs from time to time;
- 1.2 "THE RENTER" means all of the persons, natural or juristic, jointly and severally, whose names appear on the rental agreement.
- 1.3 "DAMAGE/S" means all DAMAGES to the rented vehicle of whatsoever nature and howsoever arising caused by the driver through the negligent driving of the VEHICLE or otherwise and includes but is not limited to DAMAGES which are economical or uneconomical to repair;
- 1.4 "EXTENDED PERIOD" means a further time period outside of the agreed return date of rental period in which the vehicle is rented from DUALSPORT by THE RENTER.
- 1.5 "RENTAL PERIOD" means the period from the date that THE RENTER takes possession of the vehicle to the termination date as it appears in the rental agreement, or such period as extended, the time and date entered in our records.
- 1.6 "RETURN DATE" means the date stated on the rental agreement on which the vehicle must be returned by THE RENTER to DUALSPORT.
- 1.7 "RENTAL AGREEMENT" means the rental agreement issued by DUALSPORT to THE RENTER and signed by THE RENTER and which is a legal binding agreement between the DUALSPORT and THE RENTER and includes these terms and conditions together with the Equipment terms and conditions.
- 1.8 "VEHICLE" means the VEHICLE referred to in the rental agreement and the documents, keys, tools and tyres of the said VEHICLE and all accessories supplied with the VEHICLE or any substitution VEHICLE in terms hereof;
- 1.9 "PERSON" includes any juristic and natural PERSON, the singular includes the plural and one gender includes the other were applicable;
- 1.10 "WAIVER" means a reduction of liability in the event of an accident/theft and/or loss of the VEHICLE.



1.11 "EQUIPMENT": (GPS) Global Positioning System inclusive of all accessories

## INTRODUCTION

DUALSPORT rents to THE RENTER a vehicle in terms of these terms and conditions as set out herein. THE RENTER will be bound by these terms and conditions whether they are the driver or not.

### 2. EXCESSIVE WEAR AND TEAR:

Fair wear and tear is included in this RENTAL AGREEMENT. THE RENTERS will be responsible for ALL excessive wear and tear. This pertains to, but is not limited to, the following:

- 2.1 Excessive Tyre Wear – above average tyre usage for the kilometers ridden and in the event of severe tyre and tube damage like pinch flats from road hazards. *THE RENTERS will be responsible for replacement tyres and tubes including fitment charges.*
- 2.2 Paint and Seat Damage - from knee pads, metal boot buckles, rubbing and scuffing, etc.
- 2.3 Scuffing - from tie downs and tank bags. *THE RENTERS will be responsible for re-spraying charges.*
- 2.4 Clutch – burnt clutch from abusive riding, *THE RENTERS will be responsible for a full clutch replacement.*
- 2.5 Gears – bad gear choice and additional strain on the gearbox may result in broken and destroyed gearbox; *THE RENTERS will be responsible for a full gearbox repair.*
- 2.6 Excessive dust – from following too close in formation; excessive dust may be sucked into the engine. *THE RENTERS will be responsible for air filter cleaning charges.*
- 2.7 Excessive scratches – other than a few crash bar scuffs, where the crash bars have sustained excessive scratching. *THE RENTERS will be responsible for re-spraying charges.*
- 2.8 Chain Drive – where *THE RENTERS* have not lubed the chain daily and excessive wear and tear has occurred, chain and sprocket damage other than what is deemed normal wear for the kilometers ridden.
- 2.9 Scratched crash bars (**ZAR350 Repair charge**) Bent crash bars, bent brake levers and hand guards, bent pannier racks and badly scratched panniers. *THE RENTERS will be responsible for a full replacement.*
- 3.0 Torn saddle-bags, tankbag, topbox or broken Pannier racks – The rider is responsible for total replacement of such items if torn, scuffed or burned (R4800) or bent mounting racks. Top box or rack broken or damaged will be replaced by the cost of a new case or rack.
- 3.1 **Renter shall be responsible for daily checks of oil level, tyre pressure, chain lubing, water level. Any unnatural and unexplained sound (knocking) from the engine should be investigated and reported to Dualsport to assess the seriousness before continuation of the trip. The Renter will be held responsible if any damage develops from any lack of care of checking and maintaining of Dualsport property as described above.**
- 3.2 **Traffic Fines:** I give Dualsport Adventures and rentals permission to **debit my credit card** for any traffic offence fines incurred by myself whilst riding the rented motorcycle

CFM \_\_\_\_\_ between the stipulated rental dates.

I Acknowledge and understand the above clauses \_\_\_\_\_

THE RENTER

### 3.3 AUTHORISED DRIVERS:

By signature hereto, THE RENTER confirm that THE RENTER has an unendorsed and valid driver's license or learner's license. THE RENTER agree that DUALSPORT has the right to verify that THE RENTER's license has been validly issued and that DUALSPORT may refuse to rent a VEHICLE to THE RENTER, if THE RENTER license has been suspended, revoked or restricted in any way. An additional driver is authorized only if THE RENTER pays an additional driver charge and that person has a valid and unendorsed driver's license.



**4. PAYMENT:**

- 4.1 THE RENTER agrees to pay:
  - 4.1.1 The rental rate as stipulated in the rental agreement and/or in accordance with an agreed rates sheet;
  - 4.1.2 Additional charges as described in the rental agreement and/or as stated in the rates sheet by Dualsports Adventures;
  - 4.1.3 all fines, taxes, charges, duties, levies and tolls payable by DUALSPORT to any authority arising out of the rental of the VEHICLE by THE RENTER;
  - 4.1.4 all and any costs, (including but not limited to) towing charges, losses or DAMAGES incurred by DUALSPORT in procuring the return of the VEHICLE to the rental location, or such other location as determined by DUALSPORT, any DAMAGES or losses suffered by DUALSPORT due to THE RENTER's failure to return the VEHICLE on the expiry of the RENTAL PERIOD, including but without limiting the generality of the foregoing, all amounts which would have been payable by THE RENTER in terms of this agreement if the RENTAL PERIOD had been validly extended to the actual date of return of the VEHICLE to DUALSPORT;
  - 4.1.5 all fines and court costs payable by DUALSPORT for any legal violation assessed against the VEHICLE,
  - 4.1.6 pay to DUALSPORT all DAMAGES and any other losses sustained by DUALSPORT, as provided for in this agreement;
  - 4.1.7 a cleaning/valet service may be charged at DUALSPORT's sole discretion;
  - 4.1.8 for all fuel consumed to deliver and collect a VEHICLE to or from a pre-determined place of delivery or collection;
  - 4.1.9 traffic fine administration fee which shall be levied to administer any traffic fine issued in respect of the VEHICLE during the RENTAL PERIOD. THE RENTER will be liable for all traffic fines in respect of the VEHICLE during the RENTAL PERIOD;
  - 4.1.10 a claim administration fee in accordance with DUALSPORT rates sheet/rates WEBSITE which will be charged in the event of the VEHICLE being DAMAGED/lost and/or stolen.
- 4.2 All payments are due by THE RENTER on the sooner of a demand by DUALSPORT, or on expiry of the RENTAL PERIOD. THE RENTER shall not set-off or withhold payment of any amounts due by THE RENTER in terms of this agreement for whatever cause.

**5. DELIVERY:**

- 5.1 THE RENTER shall take delivery of the VEHICLE at the place specified in the rental agreement. DUALSPORT can deliver the VEHICLE on a trailer or by riding, within a 50km radius at an additional charge of ZAR530.00. A fee of ZAR3.30 per kilometer will be charged for deliveries outside of this distance.

THE RENTER shall have no claim against DUALSPORT if the VEHICLE is not available for delivery, except for a refund of any amount paid. On delivery, the VEHICLE shall be deemed to be in good order, condition and repair, free of all damages.
- 5.2 DUALSPORT may refuse delivery if an advance payment or deposit is not made.
- 5.3 On the RETURN DATE THE RENTER shall return the VEHICLE at THE RENTER's risk and expense to DUALSPORT at the place specified in the rental agreement and the keys must be handed to DUALSPORT authorized representative and the vehicle be parked in designated parking bays and locked. The VEHICLE shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted;
  - 5.3.1 The VEHICLE shall be at THE RENTER's sole risk from the date of delivery up and until the VEHICLE is returned to DUALSPORT.
  - 5.3.2 The VEHICLE is by THE RENTER's signature on the rental agreement deemed to be delivered by DUALSPORT free of any DAMAGE of whatsoever nature and in good order and repair (unless such DAMAGE is recorded in writing and signed by both parties on the rental agreement or on the vehicle quality check card.) In the event of the keys being placed with SUNSTAYS APARTMENT RECEPTION desk as a result of the designated return location being closed, then the parked VEHICLE shall be at THE RENTER's sole



risk of loss or DAMAGE until DUALSPORT has recorded the return thereof the next working day.

- 5.4 We acknowledge that failure to return the VEHICLE in terms of this agreement shall constitute illegal possession by THE RENTER; DUALSPORT may repossess the VEHICLE wherever same may be found and from whom so ever is in possession thereof.

**6. THE RENTER'S OBLIGATIONS:**

- 6.1 The VEHICLE shall be at THE RENTER's sole risk for the RENTAL PERIOD.
- 6.2 THE RENTER shall not:
- 6.2.1 hire or lend the VEHICLE to anyone;
- 6.2.2 permit the VEHICLE or the keys to be in the possession or control of anyone other than the additional driver unless in the case of an accident and the recovery company is in possession of the bike;
- 6.2.3 cause or permit the VEHICLE to be driven unlawfully or illegally or to be used for any unlawful purpose or for a purpose for which it was not designed or in such a way as to increase the risk of it being DAMAGED or lost, or to be overloaded;
- 6.2.4 cause or permit the VEHICLE to carry any passenger or goods for reward or for racing; or to be used for any other purpose than THE RENTER's transportation and those within THE RENTER's party;
- 6.2.5 cause or permit the VEHICLE to be exposed to the risk of DAMAGE in or by any civil or public disturbance or unrest;
- 6.2.6 cause or permit the VEHICLE to any towing, repairs or servicing to be done to the VEHICLE unless authorized by DUALSPORT in writing;
- 6.2.7 cause or permit the odometer to be tampered with;
- 6.2.8 cause or permit the VEHICLE to be driven on a road/s not suitable for the VEHICLE.
- 6.3 THE RENTER shall take all precautions to protect the VEHICLE from theft and DAMAGE and shall lock and immobilize the VEHICLE when the VEHICLE is not in use;
- 6.4 In case of a collision, accident, theft or loss of or involving the VEHICLE, THE RENTER shall immediately:
- 6.4.1 report the event to DUALSPORT and the police or traffic department;
- 6.4.2 and by no later than 24 hours from the incident complete and ensure that the driver completes all documents required by DUALSPORT and its insurers; and
- 6.4.3 furnish all assistance required by DUALSPORT and its insurers to deal with any matters arising from the incident, whether directly or indirectly.
- 6.5 It is compulsory for THE RENTER to accept DUALSPORT's DAMAGE and Theft WAIVER should THE RENTER be paying by cash or credit card.
- 6.6 If the VEHICLE is driven by anyone other than THE RENTER, THE RENTER shall remain liable for all THE RENTER's obligations in terms hereof.
- 6.7 DUALSPORT has the right to terminate the rental at any stage. DUALSPORT can repossess the VEHICLE at any time if THE RENTER is in breach of this agreement.
- 6.8 Keys which are lost must be reported to DUALSPORT and same will be replaced at THE RENTER's cost.

**7. DAMAGE AND LOSS WAIVERS:**

- 7.1 DAMAGE AND LOSS WAIVERS – DECLINED
- 7.1.1 THE RENTER understands that if THE RENTER does not accept these WAIVERS THE RENTER will pay for ALL loss or DAMAGE to the VEHICLE regardless of fault and howsoever caused, including theft. If the VEHICLE is stolen or found to be uneconomical to repair, THE RENTER will pay the suggested market value as determined by the Auto Dealers Guide of the same make and model as the VEHICLE, in the month that the VEHICLE was stolen or found to be uneconomical to repair. In the event that a VEHICLE is DAMAGED beyond repair, stolen or found to be uneconomical to repair in its first year of registration and there is no suggested market value for such VEHICLE as determined by the Auto Dealers Guide, THE RENTER will be liable for the retail selling price of a new VEHICLE of the same make and model, in the month the VEHICLE was stolen or found to be uneconomical to repair.

- 7.1.2 Where a VEHICLE was found to be uneconomical to repair, THE RENTER accept that we will reduce the amount due by THE RENTER by the reasonable salvage value, or the amount received by DUALSPORT for the remains of such VEHICLE if this is lower.
- 7.1.3 The DAMAGES to a vehicle include expenditure in towing, transporting and storing the VEHICLE and the difference between the pre and post-accident value in the case where a VEHICLE is economical to repair. Repairs include parts and labor and accessories. DUALSPORT at its discretion shall appoint an expert assessor to assess the DAMAGE to the VEHICLE at THE RENTER's cost and whose decision on such DAMAGE shall be final and binding to THE RENTER.
- 7.2 DAMAGE AND LOSS WAIVERS – ACCEPTED
- 7.2.1 If THE RENTER accept the Standard DAMAGE WAIVER and/or the Standard Theft WAIVER and THE RENTER accept to pay the limited liability (referred to as Standard WAIVER in the WEBSITE), and provided that THE RENTER have complied with all the terms and conditions of this agreement, THE RENTER will be liable for any DAMAGE to or loss of the VEHICLE or the amount as reflected in our WEBSITE whichever is lower plus towing and storage charges and R1000 administration charges.
- 7.2.2 If THE RENTER is in breach of this RENTAL AGREEMENT, THE RENTER shall be liable in accordance with 6.1 above.
- 7.2.3 THE RENTER shall be liable for the full value of any DAMAGE to the VEHICLE and the WAIVERS shall not apply, if THE RENTER were driving the VEHICLE in a reckless or gross negligent manner or under the influence of intoxicating liquor or of a narcotic drug or similar substance.
- 7.2.4 Notwithstanding 6.2.3 should THE RENTER DAMAGE our VEHICLE and this DAMAGE was not as a result of a collision with another vehicle, animal or person, or where insufficient details thereof are provided, or if THE RENTER were driving on roads not suitable for the VEHICLE, then at DUALSPORT's sole discretion, THE RENTER may be liable for double the applicable limited liability as per the current published WEBSITE.
- 7.2.6 Notwithstanding anything in this agreement, DUALSPORT shall not be obliged to institute or proceed with any claim which we may have against a third party for the recovery of any DAMAGES or financial loss in connection with the VEHICLE and, we shall be entitled to abandon such claim or to settle such claim, at our sole discretion.
- 7.2.7 THE RENTER is liable for an excess on any insurance claim of 10% of the insurance claim with a minimum of R25 000 00. If damage occurred is less than the R25,000 the VEHICLE will be quoted for repairs by the appropriate dealership for settlement. This settlement amount will be deducted from the R25,000 security deposit. An admin fee of R1000 is applicable for; time spend for staff to request the quotes, phone calls made, transfers of VEHICLE to and from dealerships, vehicle & trailer costs for transport.
- 7.3 THIRD PARTY CLAIMS
- For purposes of this clause, third party claims refers to any claims by a third party in respect of DAMAGE or loss that THE RENTER may cause to any other VEHICLE or property.
- 7.3.1 If THE RENTER decline the waivers or is in breach of this agreement THE RENTER will also be responsible for all third party claims.
- 7.3.2 If DAMAGE and Loss WAIVERS are accepted and should 6.2.3 and 6.2.4 not apply, our insurance company shall settle third party claims, with THE RENTER being liable for an excess minimum of R25 000. Excess does not include collection of motorcycle, recovery fees and administration fees are additional.
8. **LUGGAGE PANNIERS:**  
Luggage Panniers and accessories cannot be insured and damage to these items will be recovered at the replacement value of R4800 per set.  
Excess is per accident.  
Excess does not include collection of motorcycle, recovery fees are additional.
9. **TYRES AND RIMS:**  
Any tyre/rim DAMAGE whatsoever is for THE RENTER's account.
10. **EXEMPTION:**  
Unless negligence can be proven against/ attributed to DUALSPORT, their agents or



employees, DUALSPORT shall not be liable for any DAMAGE or loss, whether direct or indirect, arising out of any defect in or mechanical failure or the safety of the VEHICLE or the driving or use thereof, nor for any direct or indirect loss, consequential DAMAGES, loss of profits or special DAMAGES arising out of any of the a foregoing and/or for any breach by DUALSPORT of this agreement. We do not accept any liability for any loss of or damage to any property transported in or left in the VEHICLE or any other damages or loss as a result of the conveyance of the driver and/or any other passengers. No warranties as to the condition, state of repair, performance capabilities, year of manufacture, odometer reading or anything else concerning the VEHICLE are given by DUALSPORT.

**11. ADDITIONAL EQUIPMENT** (GPS, Panniers, Helmet, Jacket, etc)

- 11.1. THE RENTER may at the time of vehicle reservation, rent the equipment and it will be charged according to the payment terms and conditions of the vehicle rental. Accessories cannot be insured and damage to these items will be recovered at the replacement value.  
Excess is per accident

**13. GENERAL:**

- 13.1 All notices and legal processes in terms hereof shall:  
13.1.1 Be given to THE RENTER at the address set out in the rental agreement (THE RENTER's chosen Domicilium Citandi et Executandi). Any notice posted to THE RENTER shall be deemed to be received 7 days after posting, unless THE RENTER proves the contrary;  
13.1.2 Be given to DUALSPORT at our head office at our appointed Domicilium Citandi et Executandi at 4 Lingfield Close, Milnerton Ridge.  
13.2 THE RENTER hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of any proceeding arising from this agreement even if the amount in issue would otherwise exceed the jurisdiction of such court. This consent shall not however, prejudice DUALSPORT in respect of their right to proceed in any court of competent jurisdiction.  
13.4 This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by THE RENTER and DUALSPORT.  
13.5 DUALSPORT may claim and recover from THE RENTER on demand all costs and expenses incurred by DUALSPORT in consequence, directly or indirectly, of any breach by THE RENTER of this agreement, including attorney-and-own-client costs, collection commission and any costs of tracing THE RENTER or the VEHICLE.  
13.6 Any provision of this agreement which is invalid or unenforceable for any reason, shall be severable from the rest of this agreement and shall not affect the validity thereof.  
13.7 This agreement shall be governed by the laws of the Republic of South Africa.  
13.8 By THE RENTER's signature hereto, THE RENTER accept all the charges charged by DUALSPORT in terms of this agreement, including any charges relating to loss and DAMAGE to the VEHICLE.  
13.9 By THE RENTER's signature hereto, THE RENTER hereby authorize DUALSPORT to conduct ITC checks on THE RENTER, if necessary.

By DUALSPORT at **Milnerton Ridge** on the \_\_\_ day of \_\_\_\_\_ 2016

AS WITNESSES:-

1. \_\_\_\_\_  
DUALSPORT ADVENTURES

By THE RENTER at \_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_ 2016

AS WITNESSES:-

1. \_\_\_\_\_  \_\_\_\_\_  
THE RENTER/ RIDER