

# THUNDERCROSS VALLEY BIKE PARK HIRE FORM : ADULTS & TEENAGERS

Please complete your form and email it to us at [ride@thundercrossvalley.co.nz](mailto:ride@thundercrossvalley.co.nz)

## HIRERS' DETAILS (Details of the person paying for, and responsible, for hire)

First Name	<input type="text"/>	Surname	<input type="text"/>
Address	<input type="text"/>		
City	<input type="text"/>	Post Code	<input type="text"/>
Mobile	<input type="text"/>	Email Address	<input type="text"/>
Date of Hire	<input type="text"/>	Number of riders in party	<input type="text"/>

## EQUIPMENT TO BE HIRED (tick boxes)

Tick box if this is a Gift Voucher redemption  Name Gift Voucher is from

Hire Type:  HIRE BIKE & FULL SET OF GEAR  BIKE ONLY  GEAR ONLY

Bike Type:  ATV/Quad, or  125  140  250  400

If gear only, which items:  Helmet  Shirt  Pants  Boots  
 Gloves  Goggles  Chest Protector

CAMP SITE  Date  Number of nights

HOMESTAY  Date  Number of nights

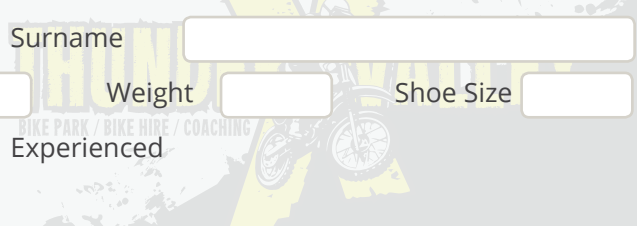
## RIDERS' INFORMATION (please complete for each person hiring - continue on separate page if necessary)

First Name	<input type="text"/>	Surname	<input type="text"/>
Age	<input type="text"/> <input type="checkbox"/> M <input type="checkbox"/> F	Height	<input type="text"/>
Weight	<input type="text"/>	Shoe Size	<input type="text"/>
Experience	<input type="checkbox"/> Learner <input type="checkbox"/> Intermediate <input type="checkbox"/> Experienced		

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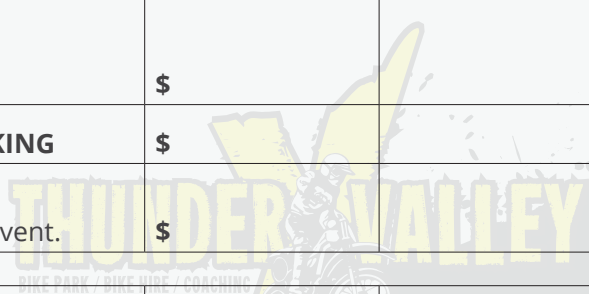




**HIRERS:** Please complete this page and return it to us at ride@thundercrossvalley.co.nz. The deposit is required before your booking can be confirmed. Please direct credit required deposit to Thundercross 2018 Ltd, Bank Account Number 12-3226-0098008-00.

ITEM	Number of People	Bike hire days / Hours of tuition / Number of hire items / Number of nights camping or homestay	Total	Gift Voucher (Tick box if gift voucher applies)
Bike Hire \$250/day (125cc)			\$	<input type="checkbox"/>
Bike Hire \$300/day (All other Adult Bikes)			\$	<input type="checkbox"/>
Lesson - Hire Bikes \$50 per hour per person (1-2 Pax)			\$	<input type="checkbox"/>
Lesson - Hire Bikes \$150 per hour per person (3-5 Pax)			\$	<input type="checkbox"/>
Lesson - Own Bikes \$75 per hour per person (1-2 Pax)			\$	<input type="checkbox"/>
Lesson - Own Bikes \$200 per hour (3-5 Pax)			\$	<input type="checkbox"/>
Gear Hire - \$10 per item			\$	<input type="checkbox"/>
Homestay (fee by arrangement)			\$	<input type="checkbox"/>
Campsite (fee by arrangement)			\$	<input type="checkbox"/>
<b>FEE TOTAL:</b>			<b>\$</b>	<b>Fee total</b>
<b>DEPOSIT</b> = 20% of Fee Total (to be paid in advance to secure booking. If booking within 7 days of event, full fee is required)			<b>\$</b>	<b>Deposit to be paid</b>
<b>BOND</b> = 50% of fee (fully refundable). Nominated Bank Account Number for refund of Bond, if applicable: ..... Name of Account:.....			<b>\$</b>	<b>Bond to be paid</b>
<b>TOTAL TO BE PAID BY DIRECT CREDIT</b> (with surname & date of hire as reference in advance of hire to 12-3226-0098008-00.)				
<b>1. TOTAL FEE OR DEPOSIT</b> (Deposit if more than 7 days from event or full fee to be paid if event is within 7 days)				
<b>PLUS</b>				
<b>2. BOND</b> (50% of total fee; fully refundable)			<b>\$</b>	
<b>3. TOTAL TO BE PAID BY DIRECT CREDIT AT TIME OF BOOKING</b>			<b>\$</b>	
<b>4. BALANCE TO PAY (full fee less deposit).</b> Required to be paid in full by direct credit, or cash, prior to event.			<b>\$</b>	

OFFICE ONLY:		Date	Paid
Fee total	\$		
Deposit	\$		
Bond	\$		
Total received	\$		
Balance payable	\$		



## THUNDER CROSS VALLEY FARMS LIMITED: HIRE CONTRACT TERMS & CONDITIONS

The following conditions of hire apply to all bookings at Thunder Cross Valley Dirt Bike Park. Confirming a booking with us indicates that you have read and understand the following terms and conditions.

If you have any questions regarding our hire contract or if you would like us to email you a copy, please do not hesitate to contact us.

### CONDITIONS OF HIRE

- The Conditions of Hire set out below shall apply to all hire of equipment between Thundercross Valley Farms Ltd (Thundercross) and the person hiring, or intending to hire, the equipment (the "Hirer") or their appointed agent.
- This contract is personal to the Hirer and is not capable of assignment whether in whole or part by the Hirer.
- The Hirer shall not sub-let the equipment to any other person.

### DEFINITION

- Bike Hire - A one day period is from 9am - 5.30pm. Bike can be picked up from 9.00am onwards and must be returned by 5.30pm. The park closes at 6.00pm.
- Bike Hire includes rider fee and a full set of protective gear – boots, pants, shirt, chest protector, helmet, goggles and gloves. Reference to 'Bike Hire' in these T&C assumes inclusion of rider fee and protective gear, unless stated otherwise.

### PAYMENT

Payment is accepted by the following:

- Internet banking – deposit of 20% plus Bond of 50% @ time of booking and balance to be paid into account prior to event commencing.
- Credit card: If the Hirer wishes to pay by credit card, an invoice will be issued and a fee of 3.95% will be added.
- Cash can be accepted on the day by prior arrangement – exceptional circumstances

### DEPOSIT

- A non-refundable deposit (typically 20%) must be received at the time of the order, unless otherwise agreed in writing.
- Payment must be made into the following bank account – Thundercross 2018 Limited: ASB 12 3226 0098008 00.
- If Thundercross does not receive a deposit from the Hirer, Thundercross shall be entitled to cancel the Hirer's order and re-hire the equipment without notifying the Hirer.

### BALANCE

- The 80% balance must be paid in cash at the beginning of the hire or by cleared funds into our bank by close of business on the day immediately prior to hire. Thundercross 2018 Limited: ASB 12 3226 0098008 00.

### BOND

- A bond of 50% is required to be paid at the time the booking is made.
- The Hirer is required to pay a bond into the Thundercross bank account Thundercross 2018 Limited: ASB 12 3226 0098008 00 or leave his or her credit card details.
- The bond will be returned in full, by cash or bank deposit, less any charges for damaged or soiled equipment.
- Any charges for damage or loss will be made at fair market rates.

### CREDIT CARDS

- Payment by credit card can be made on request by issue of invoice from Thundercross and will incur a 3.95% merchant fee, which will be added to the invoice.

### BIKE HIRE CANCELLATION POLICY

- Cancellation outside 7 days of departure: Thundercross will retain half, the other half plus bond will be refunded into your nominated New Zealand bank account.
- Cancellations within 7 days of departure: You will receive no refund of deposit for cancellation within 7 days of your booking commencing. Bond refunded.
- The Hirer agrees to notify Thundercross in writing of any cancellation or alteration of equipment required and any verbal or telephone communication of an order, cancellation or notification is at Hirer's risk.

### USE OF HIRE EQUIPMENT AND BREAKDOWNS

- The equipment does not purport to be new or equal to new but, when hired, all items are understood to be in good condition and fit for normal use.
- It is the Hirer's responsibility to satisfy himself that the equipment is suitable for purpose. The Hirer warrants that he is competent to use the equipment in the way it is designed to be.
- In the event of a breakdown, damage to, or loss of equipment, the Hirer must immediately notify Thundercross.

### HIRER'S OBLIGATIONS.

- The Hirer is responsible for checking the equipment upon pickup.
- If the Hirer finds that an item of equipment is faulty or is not in working order, the Hirer must notify Thundercross immediately. If Thundercross is only notified at the completion of the hire period, then Thundercross is not liable for any compensation to the Hirer.
- The Hirer shall not attempt to repair or authorise the repair of any hire equipment.

### THE HIRER

- The Hirer is 18 years of age or older.
- If the Hirer is not an individual, the person who signs this contract on behalf of the Hirer warrants that he or she has authority to bind the Hirer and will, in any event, be personally liable for the performance of the obligations of the Hirer.
- I have read and understand these terms and conditions before signing. I agreed to be bound by these terms and conditions.

### INSURANCE

- It is assumed that clients are personally insured to cover this type of adventure.
- Our insurance – you pay us for the repair or replacement cost in cases of damage or loss of any item. Thundercross reserves the right to charge repair or replacement costs.

### HIRER'S DECLARATION:

1. I agree that I am solely and absolutely responsible for the care and safe keeping of all equipment hired from Thundercross ("the Equipment") for the duration of this agreement.
  - If the Equipment is lost or damaged, (including without limitation; loss or damage arising from fire, accident, theft, collision, misuse) I agree to compensate Thundercross for the full cost of recovering and repairing such damage or replacing the Equipment, regardless of the cause of such loss or damage.
  - Costs for repair will be deducted from the Bond and, in the case of any excess, additional costs will be settled by me.
  - The Hirer shall also pay for any costs and/or loss of earnings incurred by Thundercross if the equipment is returned in a damaged state such that the equipment is not available or suitable to hire to a future party. Such costs would include, but is not limited to, sub-hiring equipment from third parties, transportation of sub-hired equipment, and the resulting loss of earnings if Thundercross cannot hire the equipment to any future party.
2. I understand that Thundercross Hire Bikes can only be used on the Thundercross tracks unless specifically arranged by prior agreement.
3. I accept dirt biking and associated activities have inherent risks, and can be dangerous.
  - I understand that these risks include (but not limited to): injury, illness, navigational difficulties, rough riding conditions, poor weather, and collisions, all of which may occur in isolated areas of the park.
  - I agree and accept all risks, and will not hold Thundercross or any of their employees or agents responsible or make any claim against them for any direct or indirect injury or damage to myself or my property in the course of my use of the Equipment or my association with Thundercross.
  - I agree that any claim in respect of any damage and /or injury to other persons and/or property arising from my use of the Equipment is my/our responsibility and not the responsibility of Thundercross or their employees or agents and here by indemnify Thundercross against any loss, damage or claims whatsoever arising against them as a result of my use of the Equipment.
4. I understand that Thundercross has the right to resell hires if I have not paid in full by the due date and that Thundercross has the right to refuse or continue any hire at any time.
5. Thundercross regrets that no refund can be given under any circumstances once the hire period has commenced. However, where possible, alternative arrangement will be negotiated and, if there is a problem, we'll go out of our way to fix it.
6. I understand that I am required to wear the helmet and full protective gear provided with the bike at all times I am using the bike.

I agree to use the equipment in a safe and proper manner at all times and understand that my behaviour whilst undertaking the use of the hired Equipment affects the risks that I may be exposed to. I agree that Thundercross has no control over these risks.
7. I am physically fit and there is no medical or other reason why I should not participate in the activity of dirt biking.

In the event that I require medical treatment I agree that it is my responsibility to seek and obtain any necessary medical treatment, at my own expense, and that Thundercross is in no way responsible for seeking, obtaining or meeting the cost of any medical treatment whatsoever.
8. My booking is accepted on the basis that I acknowledge that I have read, understand and accept these terms and conditions.

### DISCLAIMER

Terms, prices and conditions are all subject to change without notice, prior to booking.



Tel Park: 09 232 2919

Tel James: 027 816 8462

Address: 3068 Highway 22, RD5, Glen Murray 2695

Email: ride@thundercrossvalley.co.nz | Web: www.thundercrossvalley.co.nz