



HIRE TERMS & CONDITIONS

Please take the time to read this important document ahead of booking a hire bike so that you understand our Terms and Conditions (T&C). Once you have selected your hire bike, tuition or hire bike package on our website, the Terms and Conditions will automatically appear. You will need to accept these T&C before you are able to process your payment and secure your booking. If you have any questions regarding our Terms and Conditions, please do not hesitate to contact us.

ADULT HIRE - HIRE CONTRACT TERMS & CONDITIONS - THUNDERCROSS 2018 LIMITED:

The Terms and Conditions of hire set out below shall apply to all hire of equipment between Thundercross 2018 Ltd (Thundercross) and the person hiring, or intending to hire, the equipment (the "Hirer") or their appointed agent

- Bikes allocated according to rider(s) height, weight and experience.
- Prior to visiting Thundercross, hirers must be able to ride a two-wheel pedal bike independently and confidently, including braking, cornering.
- Only riders' names on the hireage form may ride the designated hire bike
- If anyone else rides the bikes, the hire will be cancelled, and Bond retained.
- Single riders only on all bikes; no doubling-up.
- 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 during Thundercross business hours, 9am to 6pm.

- Bike is available after kitting up around 9am and must be returned by 5.00pm, please, to allow time for you to change, rest and relax before returning to your car.
- The Park closes at 6.00p.m.
- Bike Hire includes rider fee, fuel for day and a 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, fuel and protective gear, unless stated otherwise.

PAYMENT

Payment is accepted by the following:

- Internet banking – deposit of 20% fee and Bond @ time of booking and balance to be paid into account 7 days prior to hire date
- Instalment payments are welcome
- Credit card: a credit card fee will apply of 2.95%*
- Eftpos or cash can only be accepted on the day under exceptional circumstances and by prior arrangement with Thundercross

If the booking has not been paid 7 days prior to hire date, booking will be cancelled and we cannot guarantee availability on the requested date.



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DEPOSIT

- To confirm the booking, 20% deposit must be received at the time of the order, unless otherwise agreed in writing.
- Deposit to be paid by credit card (*fee applies) or into the following Thundercross bank account:
 - Thundercross 2018 Limited
 - ASB 12 3226 0098008 00
 - Reference: Booking confirmation name & order number
- If Thundercross does not receive the deposit from the Hirer, then 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 by credit card or cleared funds into our bank 7 days prior to hire date.

- Payment into the following bank account:
 - Thundercross 2018 Limited
 - ASB 12 3226 0098008 00
 - Reference: Booking confirmation name and order number

BOND

- The Hirer is required to pay a refundable 50% Bond
- The Bond applied at the time of booking.
- 20% of is paid at the time of booking and balance required to be paid, as per hire fee, one week before the hire date
- payment must be made by credit card or into the following Thundercross bank account:
 - Thundercross 2018 Limited
 - ASB 12 3226 0098008 00
 - Reference: Order Number
- The Bond will be available for full return during the week following hire , less any charges for damaged or soiled equipment.
- Any charges for damage or loss will be made at fair market rates and advised to you in advance with supporting photographs
- Refund Bond will be transferred to your credit card or bank deposit to your allocated account
- In exceptional circumstances, there may be additional fees charged for any damage or losses over and above your Bond total. In this case, an invoice will be issued for the balance.
- Total Bond applied will appear on your Booking Confirmation under the icon beside Taxes and Fees

BOOKING FEE

All bookings incur an automatic 1.9% booking fee, which is added at the time of booking and will appear on your Booking Confirmation under the icon beside Taxes and Fees

CREDIT CARDS



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Payment by credit card incurs a 2.95% fee and will appear on your Booking Confirmation under the icon beside Taxes and Fees

BIKE HIRE CANCELLATION POLICY

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Below is the detailed explanation on Thundercross' cancellation policy:

- **Cancellation outside 7 days of departure:**

Thundercross will retain 10% of your fee. Balance and bond will be refunded.

- **Cancellations within 7 days of departure:**

Thundercross will retain 20% of your fee. Balance and bond will be refunded.

- **Cancellation within 24 hours of commencement, or 'no show' on the day:**

Full fee will be retained. Bond will be refunded.

The Hirer agrees to notify Thundercross in writing of any cancellation or alteration of booking or equipment required.

Booking refunds will be refunded into your nominated New Zealand bank account or refunded to your credit card. All refunds will be less booking fee and, if applicable, credit card fee.

GST

All hire and tuition fees include GST

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 at the time of collection.
- If the rider is dissatisfied in any way, it is their responsibility to raise this with Thundercross immediately. Thundercross will do their best to rectify the situation in order to satisfy the hirer. Otherwise, a refund or partial refund, will be arranged.
- 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

- Prior to visiting Thundercross, hirers must be able to ride a two-wheel pedal bike independently and confidently, including braking, cornering
- Only riders named on the hireage form may ride the designated hire bike
- If anyone else rides the bikes, the hire will be cancelled and Bond retained
- Single riders only on all bikes; no doubling-up
- 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



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- 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 hirers/riders 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 are 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 in writing.

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



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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 arrangements will be negotiated and, if there is a problem, we will go out of our way to fix it.

6. 6. I understand that I am required to wear full protective gear provided with the bike whenever I am on the bike.

- I agree to always use the equipment in a safe and proper manner 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 I should not participate in the activity of dirt biking. If 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.
- Thundercross reserves the right to refuse entry to the Dirt Bike Park



HIRE TERMS & CONDITIONS

CHILDREN & YOUTHS (U18) - HIRE CONTRACT TERMS & CONDITIONS - THUNDERCROSS 2018 LIMITED -

The Terms and Conditions of hire for child and youth riders are the same as those for adults, above, with the addition of the following clauses:

- Guardianship:
 - For the purposes of this hire, you are the legal guardian of this child and take full responsibility for them regarding this hire.
- The supervising adult or guardian acknowledges the conditions of riding and will ensure that they are adhered to:
 - Riders under the age of 18 must be accompanied for the duration of the hire day by a supervising adult or guardian over the age of 18 who remains onsite throughout
 - No-one else to ride youth/children's bike under any circumstances, including supervising adults.