



HIRE TERMS AND CONDITIONS

Please take the time to read this important document so that you understand the Terms and Conditions. Once you have selected your hire bike, tuition or hire bike package on our website, the Terms and Conditions will appear. You will need to accept document 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.

HIRE CONTRACT TERMS & CONDITIONS - ADULT HIRE - 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.
- 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.
- 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
- 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 from 8.30am - 5.00pm. Bike can be picked up from 8.30am onwards 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 6.00pm.
- Bike Hire includes rider fee, fuel for day 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, fuel 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 7 days prior to event commencing.
- Credit card: a credit card fee will apply of 2.95%
- Eftpos or cash can be accepted on the day by prior arrangement – exceptional circumstances

THUNDERCROSS VALLEY DIRT BIKE PARK



HIRE TERMS AND CONDITIONS

DEPOSIT

- A 20% non-refundable deposit must be received at the time of the order, unless otherwise agreed in writing.
- Payment must be made by credit card or into the following bank account – Thundercross 2018 Limited: ASB 12 3226 0098008 00.
- If Thundercross does not receive the 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 by credit card or cleared funds into our bank 7 days prior to hire or, by prior arrangement, EFTPOS or cash may be accepted on the day. Ac no: 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 by credit card or into the Thundercross bank account Thundercross 2018 Limited: ASB 12 3226 0098008 00.
- The Bond will be returned in full, by refund to credit card or bank deposit to your allocated account, less any charges for damaged or soiled equipment during the week following hire.
- Any charges for damage or loss will be made at fair market rates and advised to you in advance

BOOKING FEE

- All bookings incur a 1.9% booking fee

CREDIT CARDS

- Payment by credit card incurs a 2.95% fee

BIKE HIRE CANCELLATION POLICY

- Cancellation outside 7 days of departure: Thundercross will retain half the deposit paid, the other half, plus Bond, will be refunded into your nominated New Zealand bank account or refunded to your credit card.
- Cancellations within 7 days of departure: You will receive no refund of deposit for cancellation within 7 days of your booking commencement, however the 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.



HIRE TERMS AND CONDITIONS

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

- 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:



HIRE TERMS AND CONDITIONS

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 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. I understand that I am required to wear the helmet and 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



HIRE TERMS AND CONDITIONS

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

CHILDREN & YOUTHS - THUNDERCROSS 2018 LIMITED - HIRE CONTRACT TERMS & CONDITIONS

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 takes 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:
- No adults to ride children's bikes under any circumstances.
- Rider must be able to ride unassisted on two wheels.
- Rider must be able to place two feet flat on the ground whilst sitting astride the bike.