

Terms and Conditions

Motorcycle rental Terms and Conditions of Southern Classic Motorcycles (SCM)



All Renters must read these Terms and Conditions prior to the rental / hire of a SCM Motorcycle. All Renters will be asked prior to taking possession of their rented motorcycle if they have read the Terms and Conditions on the SCM website and will need to sign off that they have read and understand fully these Terms and Conditions and do agree to and accept them as being fair and reasonable and accept that these terms and conditions form part of a binding legal agreement between SCM and the Renter.

All Renters must be 25 and over, fully licensed and experienced.

No riders under 25, no exceptions.

Riders over 120kgs will be able to hire a BMW R1200R or Triumph America only (both of which have adjustable suspension), as other Motorcycles in our stable both in their suspension and braking systems are inadequate and unsafe for such riders.

When you collect your Motorcycle you must bring along your motorcycle license, your credit card and a utility bill with an address corresponding to your license.

If you are from overseas you'll also need your passport, your full motorcycle rider's license from your home country or your international motorcycle riders permit if your license is not in English. The full excess amount for the Motorcycle being hired by an overseas Renter will be held as the Bond for that Motorcycle.

YOU THE RENTER/RIDER ARE 100% RESPONSIBLE FOR YOUR OWN SAFETY, YOUR PILLIONS SAFETY, THE SAFETY OF OTHERS ON THE ROAD AND THE MOTORCYCLE YOU HAVE HIRED FROM SCM.

Bitumen only !!!!!

All our Motorcycles are ROAD BIKES and should not be ridden on any road other than bitumen.

A Renter found riding our bike on an un-tarred road resulting in damage to our bike is 100% responsible for the full repair cost or replacement of our Motorcycle if it is damaged/written off as a result of a Renter riding on un-tarred roads. (Excludes roadworks a rider may come upon).

Insurance

Registration in NSW includes Compulsory Third Party (CTP) Insurance. Our CTP Insurance via NRMA covers the rider and pillion as well as other road users and pedestrians for personal injury incurred from a vehicular accident even if the Renter/Rider is at fault.

All SCM Motorcycles have Full Comprehensive Insurance with a \$2500 excess which seems standard in the motorcycle rental industry due to the costs of insurance and risk involved.

Even though we have insurance, riders/renters need to ride with care and within their abilities, be alert to road conditions and other road users. Have your fun but be sensible, and I repeat, protect our bike and you're excess and in doing so you will be protecting yourself, physically and financially.

Admitting Liability

You must never admit guilt, fault or liability for an accident, or negotiate to pay or defend any claim without SCM's written consent.

Excess's and Bonds

A renter's maximum liability is the full excess amount only, not the full bond amount plus the full excess amount.

eg: In the instance of Renter at fault accident, Damage Costs = \$2500, Excess = \$2500, the Renters \$2500 Bond will be withheld and no further monies will be sought from that Renter.

le: The Bond forms part or all of the excess but is not in addition to the excess.

Excess's

In the event of damage occurring to SCM's Motorcycle being caused by the Renter, and that Renter is found to be at fault and responsible for that damage, or any damage caused by the renter in an at fault accident involving SCM's Motorcycle to other persons property while the Renter was riding SCM's motorcycle, that Renter will be liable for the cost of repairs required to restore that Motorcycle to its original pre hire undamaged/fully roadworthy condition and the restoration of any other person's property up to the full value of the insurance excess but not exceeding that excess detailed on the Our Rates page of the web site for that Motorcycle. Included in these costs will be relevant Transport and administrative costs as well as costs for the cancellation or postponement of the hire of the Motorcycle to future customers as a result of its unavailability. If the Renter is found to be not at fault a full refund of the Renters bond will be issued, but only after proper and thorough investigation of the incident/accident or other relevant contributors to that incident/accident or in the event of police charging another party with being the cause of the accident.

In the event of our Motorcycle being hired by a Renter being stolen and never recovered, the Renter must pay SCM the full excess amount stated in that Motorcycles' Our Rates page on SCM's website. If that Motorcycle is recovered the Renter must pay the cost of repair necessary to restore that Motorcycle to its pre hire roadworthy condition up to but not exceeding the maximum excess displayed in that Motorcycles' Our Rates page on SCM's website.

Security Bonds

The vehicle security bond must be paid with a major credit or debit card on the day of hire as a pre-authorisation transaction, meaning that at the commencement of hire no bond monies will actually leave your account. The pre-authorisation process is not a complete transaction and only allows the transaction to commence and will not be finalised unless the funds are required in the event of a motorcycle being damaged during the hire or returned damaged and the renter has been found to be the cause of the damage and is at fault. In the event of the motorcycle being returned in good condition and clean state the bond transaction will be terminated and no renters funds will ever leave the renters account under these circumstances.

If the Renter returns the bike in a damaged state, and that renter is responsible for the damage incurred, that renters Security Bond or part thereof will be used by SCM to repair the damage to SCMs motorcycle or retained in full if the damage is equal to or greater than the Excess applicable to that motorcycle.

Depending on the severity of the damage to SCM's Motorcycle all the Renters bond may be retained. If the Renter returns the Motorcycle in a damaged state, the Renters Bond monies will be used to repair the Motorcycle as well as reimburse SCM for any administrative and transport costs involved and time out of service relevant for that Motorcycle.

If a Renter returns the Motorcycle in an unclean state a cleaning fee of \$150 may be withheld from the Renter's Bond.

Personal travel insurance

Renters may consider purchasing appropriate travel insurance, which offers cover while motorcycling. SCM accepts 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.

This insurance should cover the Renter/rider for bodily injury or damage/loss of personal belongings, excess's which may arise, as well as the cost to SCM in regards to loss of rental revenue caused by extensive damage to the Motorcycle rendering it unavailable for hire.

Deposits

50% of the total rental charge for your specific hire will be required as a deposit to secure the Motorcycle and the dates you require.

Cancellations

Cancelling your booking more than 28 days prior to your booking date will result in a full return of your deposit. Cancelling your booking 28 to 22 days prior to your booking will result in 75% of your deposit being refunded. Cancelling your booking 21 to 15 days prior to your booking will result in 50% of your deposit will be refunded. Cancelling your booking 14 to 8 days prior to your booking will result in 25% of your deposit being refunded. Your deposit will be 100% forfeited by you if SCM is given 7 days or less notice of your intention to cancel your booking.

In the event of inclement weather Renters will not be expected to honour their booking, but your deposit will be held by SCM and another date negotiated where possible.

Refunds

There are no refunds if a Motorcycle is returned before the end of the hire period, or if a tour is curtailed. This is because that Motorcycle had been booked to you and other bookings for these dates refused.

Safety Riding Apparel

It is a condition of hire and a legal requirement that you and your pillion (if applicable) wear an Australian approved crash helmet at all times when riding our Motorcycle. SCM strongly encourages you to take your own quality helmet/s.

It is highly recommended that Renters/riders and pillions also wear protective gloves, jackets, pants and boots designed specifically for motorcycling.

Fuel

Motorcycles are provided with a full tank of fuel. Please ensure it is full when returned at the end of your trip. If the Renter returns a Motorcycle which has not been topped up with petrol a fee of \$70 will be incurred by the Renter to compensate SCM for its time and replacement fuel.

I fill the Motorcycles with 98octane to ensure optimum performance and max distance. 95octane is the minimum fuel to be used on our Motorcycles. Please don't be lousy, please consider the enjoyment of the next rider.

We recommend that if you are operating the Motorcycle all day that you top up at lunchtime and do a final fill at Wandandian Shell prior to returning the bike. This will ensure you are not stuck on the road with an empty tank waiting for SCM to rescue you instead of enjoying your ride. (Fuel tanks will be inspected on return)

If a Renter ignores our advice and does run out of fuel, that Renter will incur a \$50 an hour travel fee for SCMs rescue service, plus fuel for the motorcycle, as well as any repair costs to that Motorcycles' fuel injection system relating to getting that Motorcycle operational again if necessary.

The renter is responsible for any and all repair of the Motorcycle in the event of the Renter putting incorrect fuel into the motorcycle.

Long term rentals

If you are hiring our Motorcycle for a long period and expect to travel a long way then you must agree to have the Motorcycle serviced en route at a reputable motorcycle repair shop. SCM will pay for this service.

Mechanical difficulties, accident and theft

In the event of mechanical breakdown call Mark on 0478 770 013. Do not undertake repairs without the prior agreement with SCM. In the event of an accident or theft, always report it to the police immediately, obtain a police report number and notify SCM. SCM will make every effort to provide repair facilities or a replacement motorcycle, but is not obliged to do so if the accident or mechanical issues are caused by misuse of the Motorcycle and/or the renter is at fault in the accident or SCM believes the Renter is incompetent, or the Motorcycle had not been left in a secure state and secure place.

Locks should be used at all times when leaving the Motorcycle and the Motorcycle left in a safe secure environment.

Where a Motorcycle has been crashed and is not able to be ridden any further, SCM are under no obligation to replace or supply another Motorcycle for the completion of the journey and no compensation can be claimed by the Renter for the unused portion of the hire period.

Costs not included in the rental price

Parking tickets, speeding fines and other penalties incurred by the Renter are fiscally totally the Renter's responsibility. A \$50 fee may be imposed for their handling.

Liability

SCM accepts no responsibility for and shall not be liable in respect of any loss, damage, alterations, delays or changes arising from circumstances outside its control, such as, but not solely, war or threat of war, riot, industrial dispute, civil strife, fire, adverse weather conditions, terrorist activity, natural and nuclear disaster, technical transport problems, computer malfunction, cancellation of scheduled or charter airlines, closure or congestion of airports, roads or ports.

Indemnity Release

By booking a rental Motorcycle, self-guided tour or guided tour with SCM you agree that you understand and agree to the indemnity release detailed below which is between you (and any pillion passengers) and SCM and its employees.

You must agree that you shall participate entirely at your own risk, and that you, your successors, executors and administrators will release, indemnify and not instigate any claim, demand or expense against SCM for any personal injury, loss of life or damage to personal property suffered during or subsequent to events on the rental or tour.

You must acknowledge that even sealed or bitumen roads that you may ride upon may have silt, gravel particles laying upon them, gravel sections of bitumen roads in the repair phase, or other road defects either hidden or exposed as is the nature of all roads at different times, and can be hazardous to traverse. **Be alert and look closely for possible danger spots on the road you are traveling and be ready to slow down and take evasive action.**

You must agree to obey and observe all rules and directions given during a tour, whether given in writing or verbally by SCM staff and that SCM has the right to exclude you from any tour for non-adherence to any rule or direction given.

You must accept that you are permitted to rent a Motorcycle or take part in a tour on condition that you ride safely with due care and regard for other people and property.

You must acknowledge that motorcycle riding, whether as a rider or passenger, can be dangerous and that a motorcycle rental or participation in a tour organised and promoted by SCM may expose you to the possibility of injury or death, and further you must acknowledge that the way other people may ride, drive or act is outside the control of SCM.

You agree to wear appropriate motorcycle safety equipment at all times and that you are medically fit to undertake a motorcycle rental or tour.

You must agree that you have read and understood the indemnity release and agree that the motorcycle rental or participation in a tour whether guided or self-guided is entirely at your own risk.

Finally

We Treasure our Motorcycles. These bikes are all bikes I have dreamed of riding one day, and I am pleased to be able to share them with others, and will endeavor to make the experience with us an affordable memorable experience.

All we ask from our riders is to show our motorcycles respect and TLC and ride accordingly ensuring the next rider enjoys a premium ride on a premium bike and that we can afford to continue to provide this great memorable experience to others for many years to come.

Ride with care, within your ability and come home safe, we need repeat custom (LOL).

NOW !!! "LETS GET YOUR MOTOR RUNNING"

