

**TT BIKE CENTRE LIMITED MOTORCYCLE HIRE TERMS & CONDITIONS**  
**Revision March 2009**

These Terms & Conditions apply to motorcycle hire from TT Bike Centre Ltd and are subject to change from time to time.

**Definitions:**

**The Hirer:** The person or persons who ride the motorcycle.

**The Customer:** The person paying for the hire

**The Owner:** TT Bike Centre Limited and its principals.

**General**

- All costs of hire paid by the Customer to the Owner include V.A.T. where applicable.
- The owner provides the selected motorcycle, covered by Fully Comprehensive insurance for the named qualifying hirer.
- The hirer is permitted to ride unlimited mileage within the period of hire within countries of the UK, or overseas as previously agreed between the hirer, the owner and their insurance underwriters.

**Persons Entitled to Ride**

- Only riders named and approved by the Owner prior to commencement of the hire period may ride the motorcycle hired.
- The hirer must be between the ages of 25-70 years. Younger riders may be accepted for some smaller capacity motorcycles.
- The hirer must hold a motorcycle licence valid for the motorcycle under hire. Non UK licences may be accepted, by arrangement with the Owner prior to commencement of the hire period.
- The hirer can have no more than 2 minor / speeding offences in the last 5 years.
- The hirer must have completed an insurance proposal form to the satisfaction of the Owner and their insurance underwriters.
- The hirer must provide (to the satisfaction of the owner) additional means of identification other than the driving licence. This must take the form of passport accompanied by a utility bill, bank statement and/or building society book. The owners will utilise independent search agencies to verify this information, e.g. [www.192.com](http://www.192.com).
- The hirer must also consent to a digital photograph being taken of them beside the hire motorcycle prior to the motorcycle being taken away for hire.
- The hirer must obtain approval from the Owner to carry a pillion passenger prior to commencement of the hire period. Not all motorcycles will be suitable for the carrying of a pillion passenger.

**Persons NOT Entitled to Ride.**

- Any person who has been refused motor insurance or had special insurance terms imposed as a result of claims experience or have had their insurance or cover cancelled by any motor insurer.
- Any person who whilst riding, has been involved any accidents in the last 5 years, unless agreed with the Owner and their underwriters.
- Persons who have any mental or physical defect or infirmity or suffers from fits, diabetes or any heart condition.
- Persons who have ever had motoring convictions not acceptable to the Owner's underwriters. These include but are not limited to codes CD, DD, DR, UT, MS50
- Any other person not fulfilling the requirements under "persons entitled to ride" to the satisfaction of the owner or their insurance underwriters.
- Any person to whom the Owner has refused to hire a motorcycle, for any reason.

**Use of Motorcycle:**

The hirer may use the bike for social, domestic and pleasure purposes only within the bounds of the UK, except that;

- The hirer will not use or permit the bike to be used for hire, tuition, towing, or any kind of racing, pace-making, track-days or any form of motorsport.

The hire motorcycle **must not be used in any way:**

- for any purpose for which it is not expressly designed
- for carriage of pillion passengers for hire or reward or any form of remuneration or compensation
- for use engaged in any form of business whatsoever, including courtering, foodstuff delivery etc.
- for carrying materials and substances contrary to any form of prohibition or restriction, this includes the carriage of explosive, dangerous or hazardous goods
- when overloaded with luggage, goods or passengers that will unduly adversely effect the state and quality of the vehicle
- to carry pets, livestock or other animals
- that contravenes the Highway Code and road traffic laws
- for illegal purposes as defined by the law of the United Kingdom
- that may render the applicable insurance void or invalid
- when in an unroadworthy condition or whilst failing to comply with any statutory provision. TT Bike Centre will supply the hire motorcycle in a road worthy condition at the commencement of hire. Any change to the condition of the vehicle thereafter becomes the sole responsibility of the hirer.

If during the hire period, the hirer has any concerns in respect of the roadworthy condition of the vehicle, it is the hirer's responsibility to:

- cease use of the vehicle immediately
- inform TT Bike Centre as to the circumstances and as to the condition of the motorcycle.

The hirer must warrant that they will use the bike in line with terms of the Hire Agreement and return the bike to the owner in the same condition as received at the start of the hire.

In the event of any accident or damage to the motorcycle, the hirer will protect the interest of the Owner and their insurers by:

- immediately (or as soon as safe to do so) notifying the owner the nature of the accident
- make reasonable endeavour to obtain names and address and applicable insurance details of all parties involved and potential witnesses
- notifying the Police immediately in cases where a 3rd party has been injured or property damaged

- ensuring that the motorcycle is not abandoned and is left secure as necessary.
- Provide a full written accident report to the owner as requested to do so by the owner, using the owner's and their insurer's Accident Report Forms.

**Hire Timings and Duration**

- Motorcycles may be hired for any single day, or any combination of days not exceeding 15 days in total.
- A day is defined as any 24 hour period.
- 

**Late Returns.** In the event of a late return where the final 24 hour period is exceeded, especially where TT Bike Centre has not otherwise been notified, a penalty charge of £50 will apply provided the motorcycle is returned within 2 hours of the end of the final 24 hour period. Where the motorcycle is returned more than 2 hours late, a full day's hire charge will apply immediately and for any subsequent day if applicable. Other circumstances of late return will still attract additional hire charges, but TT Bike Centre will apply common sense alongside commercial reasoning in determining the extent of the charge. Should TT Bike Centre not be contacted and notified of any circumstances leading to the late return, 2 hours after the end of the final 24 hour period, the Police will be notified and the motorcycle reported as stolen by the hirer.

**Fuel**

- Vehicles are supplied with a full tank of appropriate fuel at the start of the hire period.
- Should the vehicle be re-fuelled with the incorrect fuel, the hirer/customer will be financially responsible for the corrective work as found necessary, together with financial reparation for all reasonable costs and loss of earnings by the owner in connection with hired motorcycle (which may exceed the value of the Cautionary Deposit!)
- The same applies to damage caused by allowing the hire motorcycle to run out of petrol.
- It is the hirer's responsibility to return the bike to TT Bike Centre at the end of the hire period with a full tank of fuel. Failure to comply will result in a £30 levy against the Cautionary Deposit.

**Choice and Availability of Motorcycle**

- In the event that the hirers/customers preferred bike is unavailable for reasons beyond the control of TT Bike Centre, then the owner will inform the hirer/customer (as appropriate) and either offer an alternative for the same date or offer alternative dates.

**Gift Vouchers**

- Vouchers purchased through the Owners are valid for 12 months from the date printed on the voucher.
- The voucher may be transferred to an alternative rider or to an alternative vehicle.
- Refunds of any amount on unused vouchers cannot be claimed.

**Excess & Cautionary Charge**

- The hirer or customer is required to agree to an additional charge of up to £1000, that may be charged to their Credit or Debit Card should any loss, damage or legal fines be incurred or imposed.
- At the time of collecting the motorcycle, a Security Deposit of up to £1000 (depending on bike hired) is charged to the hirer's/customer's Credit or Debit Card. This is refundable upon return of the motorcycle where no immediate damage/wear and tear is visible, detectable or is deemed likely (by the owner) to have arisen during the time of hire.

The purpose of the Charge is;

- to act as a security bond against loss/theft of the motorcycle OTHER THAN by the hirer or any persons known directly or indirectly or associated with the hirer in any way whatsoever
- as payments towards any mechanical damage, whatsoever and howsoever caused but excluding reasonable wear and tear, that will not be reclaimable from the owners insurance
- as an insurance excess against any accidental damage or loss caused to the motorcycle by the hirer or a third party whilst the bike is the responsibility of the hirer
- to serve as payment towards any fines or penalties imposed upon TT Bike Centre arising from the use of the bike whilst on hire that cannot be directly attributed to the hirer during hire
- to offset additional charges that the owner has to bear, i.e. fuel reimbursement.

Note: Collision Damage Waiver premiums are not available.

**Booking & Cancellation**

- A 25% non-refundable deposit is taken upon booking.
- If paying by credit card, the balance will be charged on collection of the bike. If paying by cheque or by electronic transfer, all funds must be cleared through the owners account before payment is deemed to have been made.
- Payment for Gift Vouchers is IN FULL upon placing the request.
- Should the hirer / customer cancel within 4 weeks of the hire period, no refund will be made.
- TT Bike Centre reserves the right to cancel a hire for whatsoever reason. Should this happen, the hirer / customer will receive a full refund (against monies paid to that date) less a £10 administration charge.

**Liability**

Of the Owner:

- general liability is limited to refund of the hire charge and to the provisions under the Hire Agreement bounded by these Terms & Conditions
- no consequential loss liability is covered nor accepted by TT Bike Centre Limited or its Directors

The Customer / Hirer expressly acknowledge personal liability to pay the Owner on demand:

- all rental / hire costs alluded to under these Terms & Conditions
- compensation for the owners loss of use of the motorcycle (including the full new replacement value of the motorcycle in cases of theft) where it is deemed under these Terms & Conditions that such loss is attributable to the hirer and that such loss cannot be recovered from the owners insurance.

**NOTE: It is incumbent upon the hirer to carry out pre-ride/daily roadworthy inspections as described upon handover of the motorcycle**