Bike Hire periods

- 1 day hire periods are any duration more than 4 hours (5-10 hours etc)
- Half-day hire periods are for any period from 1-4 hours
- We also offer shorter hire periods as displayed on the website <u>www.dunedinebike.co.nz</u> these vary depending on if weekday and or weekend
- Late drop off options are available on case-by-case basis via our self-servicing drop off lockup area
- Pickup and hire durations are as per selected via the website www.dunedinebike.co.nz

OHGC/DEH Terms and Conditions

Care - You agree you are solely responsible for the care and safe keeping of all Equipment hired from OHGC/DEH ("the Equipment") for the duration of this agreement.

- 1. Safety Prior to the issuance of biking Equipment you will be given a safety briefing and hazards will be identified. Follow the NZ Road Code at all times.
- 2. Helmets You understand that New Zealand law requires the use bike helmets and agree to wear a cycle helmet at all times when you are using the bike.
- 3. Damage If the Equipment is lost or damaged, (including without limitation; loss or damage arising from fire, accident, theft, collision, misuse and normal maintenance as you would carry out on your own bike).
- **4. Compensation for damage** You agree to compensate *OHGC/DEH* for the full cost of repairing and/or replacing the Equipment, regardless of the cause of such loss or damage.
- 5. Transport Bikes can only be transported by OHGC/DEH Staff, or a bike carrier pre-approved by OHGC/DEH Management. OHGC/DEH Hire Bikes are NOT to be transported on a private trailer or truck deck unless you obtain prior approval from OGHC/DEH.
- 6. Inherent risks You accept that cycling and associated activities have inherent risks, and can be dangerous. You understand that these risks include (but not limited to): illness, navigational difficulties, rough riding conditions, poor weather, and collisions, all of which may occur in isolated areas. You agree and accept all risks, and will not hold OHGC/DEH or any of their employees or agents responsible or make any claim against them (including claims arising from negligence) for any direct or indirect injury or damage to yourself or your property in the course of your use of the Equipment or your association with OHGC/DEH.
- 7. Indemnity You agree that any claim in respect of any damage and /or injury to other persons and/or property arising from your use of the Equipment is your responsibility and not the responsibility of OHGC/DEH or their employees or agents and here by indemnify OHGC/DEH against any loss, damage or claims whatsoever arising against them as a result of your use of the Equipment.
- **8. Hire terms** You understand that OHGC/DEH has the right to resell hires if you have not paid in full by the due date and that *OHGC/DEH* has the right to refuse or continue any hire at any time.
- 9. Payment & cancellation policy See our separate section for these terms.
- 10. No refunds once started OHGC/DEH 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's a problem, we'll go out of our way to fix it.
- 11. Take care You agree to use the equipment in a lawful, safe and proper manner at all times and understand that your behaviour whilst undertaking the use of the hired Equipment affects the risks that you may be exposed to.
- **12. Schedule changes** You accept that *OHGC/DEH* is not responsible for damage, expense, inconvenience or injury related to schedule changes or events outside its control.
- 13. Medical You confirm that you are physically fit and there is no medical or other reason why you should not participate in biking. In the event that you require medical treatment you agree that it is your responsibility to seek and obtain any necessary medical treatment, at your own expense and that OHGC/DEH is in no way responsible for seeking, obtaining or meeting the cost of any medical treatment whatsoever.
- 14. No drugs or alcohol You agree that you must not be under the influence of drugs and/or alcohol when HIRING our equipment.
- **15. Insurance** Visitors to NZ must understand that our Accident Compensation scheme has limited assistance and such visitors should have their own full medical and injury insurance.
- **16. Age restriction of 16 to use our E bikes**. You confirm that you are 16 years of age or older. Some exceptions are made if your accompanied by an adult and you stay on the dedicated cycle track and you do not ride the E-Bike on the road, approval prior to hire must be obtained by *OHGC/DEH* Staff if you are under the age of 16.
- **17.** Your Privacy See our separate section about our Privacy policy.
- 18. Disclaimer Terms, prices and conditions are all subject to change without notice, prior to booking.
- 19. Your agreement Your booking is accepted on the basis that agree that the New Zealand laws apply: that this contract is subject to the exclusive jurisdiction of New Zealand courts; and that this release is binding on my family, heirs and legal assigns and on my administrators and/or executors; and that you have read and understand these terms and conditions before signing an agree to be bound by these terms and conditions.

We have clear payment and cancellation terms that are fair to both sides. People rely on good Equipment and we rely on good paying clients.

- 1. Payment in full must be received with 48 hours prior to your booking commencing or your Credit Card details will be held as security until payment is made. Confirmations may be received either verbally or in writing.
- 2. Cancellation if more than 24 hours of the hire a full refund will be processed less transaction fees 4% will be retained by OHGC/DEH
- 3. Cancellation less than 24 hours of hire you have two options
 - O You can move the booking to a new date, providing it is available
 - Or OHGC/DEH retains 50% of the total cost of your booking and 50% will be refunded into a New Zealand bank account of your choice or reversed onto your credit card.
- 4. Cancellation less 12 hours of hire: You will receive no refund for cancellation.
- 5. Cancellation after commencement of hire: You will receive no refund once your booking has commenced.
- 6. Cancellation due to bereavement or health reasons will be dealt with on a case by case basis.
- 7. Amendments made to your booking after confirmation may occur an 'Administration Amendment Fee'.
- 8. Please note that upon payment of your Confirmation Deposit you confirm that you have read and agreed to the OHGC/DEH Ltd Terms and Conditions.

OHGC/DEH - Privacy Policy terms & conditions

Your privacy on the internet is important to us. This privacy policy discloses what information we gather, how we use it and how to correct or change it.

Information

We gather various information about customers and users on our website and Facebook page. This information includes

- 1. Personal information through client's voluntary use of the Website and Facebook Page. This includes names, e-mail, phone numbers and postal address.
- 2. Personal information, provided to us by clients through any other method (including without limitation correspondence and discussions)
- 3. Information collected through tracking in relation to your use of our Website and Facebook Page, including content client's up-load.
- 4. Aggregated data, which tracks traffic to our Website and Facebook Page.

Security & Use of Client's Information

We are committed to ensuring that client's information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect on-line.

- 1. We will never sell or rent clients personal information to third parties.
- 2. We will use the information we collect from clients for the primary purpose for which it is collected for.
- 3. Client may elect to sign up to our *OHGC/DEH*-Newsletter. It is our policy to remove any person from the mailing list upon the person's request.

Credit Card Payments

Credit Card Payments are either processed through PayPal or by the client filling out our Credit Card Authorization Form. All credit card information is held securely and destroyed once the transaction is completed.

Access and Removal of Information

Clients have the right to seek access to the personal information we hold and advise us of any inaccuracy. To access or remove information clients can contact us at info@OHGC.co.nz, or +64 276276841, or P.O.BOX 2067, South Dunedin 9044