

BIKE RENTAL TERMS, CONDITIONS AND LIABILITY



General

We rent out to persons from 16 years or older, when we feel confident that the persons are able to understand and manage the bike well and ride responsibly. We might also rent out to persons from 12 – 15 years if they are accompanied by an adult 16 years or older who accepts responsibility for the younger rider, this is only possible on a case by case basis. A cycle lock and a helmet will also be provided to you, which is included in the rental price.

Shuttle and luggage transfers

The maximum weight per bag is 15kg. Limit of 2 bags per person travelling.

While all care is taken to ensure that no damage occurs to your baggage, JollyBikes and our outsourced operators will not be held responsible for any loss or damage done to luggage while in their possession.

As all attempts are made to ensure that shuttles and transfers depart on time, JollyBikes is not responsible for delays. In the event of a delay, all reasonable attempts will be made to contact you.

Liability and risks

You acknowledge that using the cycle involves certain inherent risks to you, other persons and property. The risks include but are not limited to inclement weather, rough conditions, navigational difficulties, collisions, and accidents.

You acknowledge that you understand these risks and that you accept sole responsibility for your and other people's safety and property while using the cycle.

You will be personally liable for any prosecution or insurance claim arising from your use of the cycle and acknowledge you will not make a claim against JollyBikes, its employees or agents for any reason.

You indemnify JollyBikes against all claims, damages or losses including costs of enforcing this agreement. This indemnity and agreement is binding on your family, heirs, legal assigns, administrators and executors.

Your obligations

Once in your possession, you are responsible for the cycle and equipment. You must lock the cycle every time it is out of your sight.

You are responsible and liable for the repair or replacement costs of the cycle and equipment that is not the result of fair wear and tear.

You must obey New Zealand's road rules. It is compulsory to wear a helmet when cycling and remember to keep to the hard left side of the road.

You must not sell, rent out or otherwise part with the cycle and equipment. The cycle and equipment rented under this rental agreement remain the sole property of JollyBikes.

You acknowledge that you are physically fit enough and that there is no health or other reason why you should not use the cycle.

You acknowledge that you are 16 years of age or older and that you have fully read and understood all the terms and conditions of this rental agreement before signing it.

JollyBikes rights and obligations

JollyBikes reserves the right to reclaim monies from you for any damage or losses beyond the cost of the rental. By signing this agreement you consent to JollyBikes charging any losses or damage in cash and/or to seek recovery of such losses or costs by other legal means if the cost is not yet to be determined at the time of return.

JollyBikes thoroughly checks and maintains all cycles.

JollyBikes will repair your cycle or if available provide you with another cycle, if you have any problems with your cycle that is caused by fair wear and tear and not your negligence.

JollyBikes reserves the right to immediately terminate a rental if you do not comply with this rental agreement.



JollyBikes reserves the right to amend any of the facilities, services or prices described should it become necessary in the interests of safety or other unforeseen circumstances. You will be informed of these amendments immediately. If the changes are significant, you will be able to; continue with the tour and its amendments, this would mean accepting changes in price – JollyBikes would refund any overpayment.

Pricing

All prices are in New Zealand Dollars and are inclusive of any Goods and Services Tax ("GST") unless stated to be otherwise but are exclusive of delivery charges. All prices are correct when published. We reserve the right to alter prices at any time.

An invoice will be emailed to you at the email address you supply when you book. You are responsible for ensuring that your contact details are correct.

Payment

Rental can only be confirmed after 20% deposit/full payment is made. A 20% deposit is required to secure your booking. This can be by either cash or online transaction via Credit- Debit- or EFTPOS card, or through a third party like a booking service. The 2.5% credit card fee and/or 3rd party transaction fee is non-refundable. When picking up the bikes, a form of photo identification is required. You give JollyBikes the right to take a photo of your ID card until the completion of the rental and the satisfactory return of the cycle and other equipment.

Return

The cycle and equipment must be returned by the time agreed with JollyBikes Ltd. Late returns will be charged at the standard daily rate until returned unless prior arrangements have been made.

You must notify JollyBikes if you wish to extend the rental period. Please bear in mind that other people may be waiting to use the cycle you are riding.

Cancellations

Any cancellation by the customer must be made in writing by the person completing the booking and is not effective until such cancellation is received by JollyBikes Ltd.

- Cancellation within 7 days of departure: no refund – full fare fee applies
- Cancellation between 8-30 days of departure: 30% of total cost
- Cancellation between 31-60 days of departure: is '50% of deposit'

No refunds will be made for early returns, late pickups, no-shows or changing your mind on the day of pickup.

Complaints and claims procedures

If you have any complaints during your trip, you should inform JollyBikes immediately. We will endeavour to rectify the situation to the best of our ability.

COVID 19

If travel restrictions and COVID 19 alert levels are raised to or above alert level 3 prior to your departure, JollyBikes Ltd offers you the opportunity to reschedule your departure dates. As some services are carried out by outsourced operators we may incur costs due to cancellations, this will be at cost to the customer. If travel restrictions and COVID 19 alert levels are raised to or above alert level 3 during your trip, you must follow government guidelines and return to your place of residence and may not be entitled to a refund. All refunds are at the discretion of JollyBikes Ltd. JollyBikes reserves the right to refuse refund if the cancellation is within 7 days prior to departure.