

Rental Bike & Tours Terms & Conditions + Standard Operating Procedures (SOP)

Compliance:

We strictly adhere to regulations established by the Commerce Commission and WorkSafe New Zealand.

General:

- Rentals are available for individuals aged 18 and above.
- Rentals for individuals aged 13-17 maybe possible if someone over 21 assumes responsibility (please discuss with JollyBikes, to seek approval prior to making a booking).

Payment:

Confirmation of your reservation is contingent upon payment. We accept Eftpos, cash, Visa, Mastercard (with fee), PayPal, or Stripe. Photo identification (e.g., licence, student ID) is required.

Returns:

All equipment must be returned as agreed upon. Late returns may incur additional charges. Please notify JollyBikes staff if you wish to extend your rental, subject to equipment availability.

Your Obligations:

- You are responsible for the bike and equipment once in possession.
- Lock the bike when not in sight.
- Comply with New Zealand's road rules and wear a helmet.
- No selling, renting, or parting with the bike/equipment.
- Confirm that you are physically fit to ride a bike and that you do not have any health conditions that would prevent you from cycling.
- Confirm you are over 18 years of age (proof of age may be requested).
- Acknowledge understanding of terms, conditions, liabilities, and SOPs.

Cancellations:

- No refunds for early returns, late pickups, no-shows, or on-the-day cancellations.
- Cancellation fees vary based on the notice period.
- Cancellation within 7 days of departure: no refund – full fare fee applies.
- Cancellation between 8-30 days of departure: 30% of the total cost.
- Cancellation between 31-60 days of departure: 50% of the deposit.
- Any cancellation by the customer must be made in writing and is not effective until received by JollyBikes Ltd.
- Minimal charges, to help cover administration costs: Small bookings, value up to NZD \$250: NZD \$25, booking value over NZD \$250: NZD \$50.
- Agents are subject to the same terms & conditions.

Changes to Booking Dates:

- Minimal charges, to help cover administration costs: Small bookings, value up to NZD \$250: NZD \$25, booking value over NZD \$250: NZD \$50.
- These charges apply every time the customer requests a change to the booking date.

- In cases where accommodation is booked as part of a tour, certain provisions from the Accommodation Reservations clause may apply.
- Agents are subject to the same terms & conditions.

Accommodation Reservations:

If your reservation includes accommodation, please be aware that the cancellation policy of the accommodation provider may differ from ours. Certain dates with specific providers may enforce a no-refund policy, necessitating a distinct notice period for cancellations or date changes. In cases where the accommodation provider does not offer a refund, associated charges may be transferred to the customer, potentially exceeding JollyBikes' standard cancellation fees.

For more details on accommodation-related Terms and Conditions, please contact JollyBikes for additional information.

Act of God:

In the event of an "Act of God" that significantly impacts or renders impossible the current fulfillment of our contractual obligations or their future execution, we regretfully disclaim any liability and are unable to provide reimbursement. This encompasses unforeseeable incidents that, as the service provider, we could not have anticipated, predicted, or prevented under any circumstances. Examples include imminent war, political unrest, natural or nuclear disasters, economic collapse, terrorism, adverse weather conditions, fire, and all similar occurrences.

COVID-19:

- If travel restrictions and COVID-19 alert levels reach or exceed level 3 before departure, JollyBikes Ltd allows rescheduling with potential additional costs incurred due to outsourced operators.
- If travel restrictions and COVID-19 alert levels reach or exceed level 3 during your trip, follow government guidelines, and no refund may be granted. Refunds are at JollyBikes Ltd's discretion.
- JollyBikes reserves the right to refuse a refund for cancellations within 7 days before departure.

Insurance:

JollyBikes provides an optional insurance coverage available at the commencement of the rental period, safeguarding against accidental damage to the bike. The rates for this coverage are as follows: Standard bikes incur a fee of \$10 per day, while Ebikes are subject to a \$15 per day charge.

Luggage:

While JollyBikes endeavors to ensure the secure storage of customers' belongings, we do not assume liability for any loss or damage to property while under our care. We strongly recommend obtaining private travel insurance to adequately cover your belongings for this reason.

Time/Lateness by JollyBikes:

JollyBikes strives to maintain punctuality in picking up and dropping off customers and bikes. However, we do not accept liability for any delays and inconvenience caused to customers. We advise obtaining private travel insurance to cover such situations.

Price Match:

JollyBikes offers a price match guarantee for any "like for like" current tour offerings from our competitors. However, please note that JollyBikes does not price match for agents. This offer is not valid in conjunction with any other deals provided by JollyBikes and excludes vouchers or competitors' "special" promotions.

Always:

- Obey trail signs, share responsibly.
- Ensure comfort and safety on the bike.

- Notify JollyBikes if running late on 07 867 9026 or +64 21 0816 5000.
- For transporting e-bikes, it is imperative to use an approved e-bike carrier; simply placing the e-bike in the back of a car is not permitted. JollyBikes offers the option to rent an e-bike carrier for an additional fee, ensuring secure and compliant transportation.
- Ride to conditions.
- Call 111 in emergencies; call JollyBikes for bike issues.

Never:

- Transport an e-bike in the back of a car or without an approved bike carrier.
- Coerce uncomfortable companions.
- Allow under-14s to ride E-bikes.

Pre-operation:

Bikes are cleaned, assessed, and verified before rental.

Post-Operational:

Customers are encouraged to provide feedback.

Potential Hazards:

- Falling off the bike.
- Getting lost on a self-guided tour.
- Dehydration
- Sunburn
- Bike failures or tyre punctures

Required Personal Protective Equipment (PPE):

- Wear a helmet (provided).
- Carry a mobile phone, water, sunscreen, and a bike repair kit.
- Wear appropriate clothing and footwear.

Other PPE:

- Use provided trail map, biking code, and watch the 'How to ride an e-bike' video.
- Read the provided bike rental terms, conditions, and liability poster.

Additional Costs:

- One way hire (on request) only to Paeroa \$100 per bike; any other location a relocation fee of \$100 - \$205 applies.
- Surcharge for usage on mountain bike tracks: 50% of standard price (due to more intensive cleaning requirements and higher wear and tear).

Bike Return Times:

- Monday - Friday hires must be returned before 4:30pm.
- Saturdays hires must be returned before 1:30pm.
- Extra charges may be applicable if the item is returned outside the specified times or not returned on the agreed-upon day.
- Not possible on Sundays.

Rights and Obligations:

JollyBikes retains the right to recover funds from you for any damages or losses exceeding the rental cost. By affixing your signature to this agreement, you authorise JollyBikes to charge for such losses or damages and/or pursue the recovery of such costs through legal means if the exact amount is undetermined at the time of return. All cycles undergo thorough inspection and maintenance by JollyBikes. In the event of any issues arising from fair wear and tear, not attributable to your negligence, JollyBikes will either repair your cycle or provide an alternative bike if one is available. JollyBikes reserves the authority to promptly terminate a rental agreement if there is a breach of compliance with the terms outlined in this agreement.

Liability and Risks:

By utilising the bicycle, you acknowledge the existence of inherent risks to yourself, other individuals in your vicinity, and property. These risks encompass, but are not limited to, adverse weather conditions, challenging terrains, navigational complexities, collisions, and accidents. You confirm your understanding of these risks and accept full responsibility for your safety, as well as the safety of others and property, while using the bicycle. You assume personal liability for any legal prosecution or insurance claims arising from your use of the bicycles and agree not to file any claims against JollyBikes, its employees, or agents for any reason. Additionally, you indemnify JollyBikes against all claims, damages, or losses, including the costs associated with enforcing this agreement. This indemnity and agreement extend to your family, heirs, legal assigns, administrators, and executors.