General Information

Please be aware of the Terms & Conditions of Hire before taking delivery of the motorcycle so there is no chance of misunderstandings.

- Take not of the meaning of the **Insurance Excess Deposit** and the difference between reasonable **wear and tear**, and **damage**. Especially on pannier, hand and engine guards.
- Keep to the **LEFT** hand side of the road and always look **RIGHT** first.
- **Gravel roads**; switch off **ABS brake system** on the BMW GS models. NB the 1150R and RT are **NOT** to be driven on gravel roads.
- If your hands get **hot**, you have switched on the **hand grip warmers**!
- At all times, carry your **drivers licence** and water; wear your **helmet** and **sun block.**

All models of MOTOBerlin BMWs use:

95 Octane UNLEADED PETROL and 15w-40 MULTIGRADE OIL

TYRE PRESSURES (Cold)	650	Front 1.9 bar	Rear 2.1 bar
With a passenger		Front 2.1 bar	Rear 2.3 bar
	1150	Front 2.2 bar	Rear 2.5 bar
With a passenger		Front 2.5 bar	Rear 2.8 bar

- **Punctures** are the responsibility of the rider; so on long tours carry a can tyre weld and spare tubes.
- The **chains** on the 650GSs are to be lubed and the tension checked before each days travelling. (Chain lube is supplied by MOTOBerlin)
- A charge will be levied for premature returns, which invalidates our contract; this is in order to defray loss of income, administration & further credit card percentage costs.
- Extensions to the hire period are at MOTOBerlin's discretion and 24 hours notice before the contracted return time needs to be given.

There is risk involved in driving and parking any vehicle, so following common sense rules will reduce this drastically, giving you peace of mind for your holiday or tour.

We thank you for using our service and we wish you and your passenger
SAFE AND ENJOYABLE RIDING

Johannesburg
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Cape Town
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TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. DEFINITIONS

In this agreement, unless the context indicates otherwise, the following expression shall bear the following meanings:

1.1 "the LICENSEE"
Means MOTOBERLIN (PTY) LTD

1.2 "the RENTER"
Means the renter named as such overleaf;

1.3 "the DRIVER"
Means the renter and/or the driver and/or the additional driver described overleaf;

1.4 "the MOTORCYCLE"
means the motorcycle described overleaf or any other replacement motorcycle provided to the renter by the Licensee, (including the documents, keys, tyres, tools and accessories supplied with the motorcycle);

1.5 "the RENTAL PERIOD"
means the period between the "Out (D/T)" and the Due Back "(D/T)" as specified overleaf or, if such period is extended, the time and date entered on the Licensee's records;

1.6 "the RATE CARD"
means the Licensee's rate card published and amended from time to time, applicable to the motorcycle rented in terms of this agreement, and which is available at any office of the Licensee;

1.7 "the EXCESS"
means the amount referred to as "EXCESS" overleaf and/or in the rate card; and

1.8 "PERSON"
Includes any natural person or legal entity. Any words importing any gender shall include the other genders and words importing the singular shall include the plural and vice versa.

2. RISK AND DELIVERY

2.1 The motorcycle shall be at the sole risk of the renter from the date and time of delivery of the motorcycle to him until the motorcycle is returned to the Licensee. The motorcycle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.

2.2 The renter shall return the motorcycle at the renter's expense to an authorised representative of the Licensee at the "termination office" described overleaf or such location as agreed to by the Licensee and entered on the Licensee's records. The renter acknowledges that failure to return the motorcycle in terms of this agreement shall constitute illegal possession by him.

2.3 If the renter or the driver or any person nominated overleaf returns the motorcycle to any branch of the Licensee, the renter and/or driver and/or such person shall:

2.3.1 Park the motorcycle in the Licensee's reserved parking;

2.3.2 Ensure that the motorcycle is properly locked and secure;

2.3.3 Hand the keys of the motorcycle to a authorised representative of the Licensee at the Licensee's offices where the Licensee's offices are open for business;

2.3.4 Leave the keys in a drop safe provided at the offices of the Licensee where the Licensee offices are not open for business.

3. WARRANTIES BY RENTER

The renter warrants that:

3.1 all particulars and representations given and made by the renter are true and correct;

3.2 the signatory who signs this agreement on behalf of the renter is authorised to act as such;

3.3 the driver holds a valid driver's licence for the motorcycle, has not been convicted of any criminal offence which resulted in the endorsement or cancellation of his driving licence, will not drive the motorcycle under the influence of alcohol and has held his driver's licence for a minimum period of 5 (five) years;

3.4 Neither he nor the driver have defective vision or hearing, ever had a fit, have any physical infirmity, or is infirm in any way whatsoever;

3.5 no person other than the driver shall drive the motorcycle;

3.6 the driver will lock the motorcycle and activate any burglar alarm or protection system installed in the motorcycle when same is not in use and ensure that the keys of the motorcycle are properly controlled;

3.7 the motorcycle shall not be used or driven for the conveyance of persons or property for hire, in contravention of an in breach of any law, in any race, speed test or contest or use on roads not properly constructed;

3.8 the motorcycle shall not be used or driven in any way which would constitute a breach of any of the provisions of this agreement;

3.9 No insurer or underwriter has ever declined his application for any form of motor insurance, cancelled his policy, refused to renew his policy or required an increased premium or imposed special conditions on him or the driver.

4. PAYMENTS

The renter agrees to pay to the Licensee the aggregate of the amounts payable in terms of sub-clause 4.1 to 4.9 inclusive.

4.1 the motorcycle rental rates as set out herein in terms of the rate card or any other rate agreed in writing between the renter and the Licensee, as the case may be;

4.2 any other fees and/or charges accepted by the renter in terms of this agreement and/or levied in accordance with the rate card;

4.3 the cost of fuel supplied for the motorcycle by the Licensee;

4.4 all fines, taxes, charges, stamp duties, levies and tolls payable by the Licensee to any authority arising out of the use of the motorcycle by the renter;

4.5 all and any costs, losses or damages incurred by the Licensee in procuring the return of the motorcycle to the terminating office described overleaf, or such other location as determined by the Licensee in its sole discretion;

4.6 any damages or losses suffered by the Licensee due to the failure of the renter to return the motorcycle on the expiry of the rental period, including but without limiting the generality of the foregoing, all amounts which would have been payable by the renter in terms of this agreement if the rental period had been extended to the actual date of return of the motorcycle to the Licensee;

4.7 all fines and court costs payable by the Licensee for any legal violation assessed against the motorcycle, renter or Licensee;

4.8 any costs, including attorney's fees (on an attorney and client basis), collection commission and tracing charges directly or indirectly incurred by the Licensee in enforcing any of its rights or recovering any amounts in terms of this agreement;

4.9 All costs incurred by the Licensee in repairing any damage of any nature whatsoever to the vehicle and any loss or damages suffered by the Licensee as a result of theft; fire or any cause whatsoever.

5. The renter shall be bound by all and any of the terms and conditions applicable in terms of the Licensee's standard motorcycle insurance policy (copy of which is available for inspection at the registered office of the Licensee).

6. EXTENSION OF RENTAL PERIOD

The renter may at any time during the initial rental period apply to extend such rental period verbally and the renter agrees that any extension so noted by a representative of the Licensee on the Licensee's records will correctly reflect such extension, and notwithstanding anything contained herein to the contrary the original rental agreement will be regarded as so amended. All extensions are subject to availability and are at the sole discretion of the licensee.

7. TERMINATION

7.1 Notwithstanding anything to the contrary contained elsewhere in this agreement, the Licensee shall be entitled to terminate this agreement in its sole discretion at any time by notice to the renter and/or driver and or representative of the renter and/or driver, whereupon the renter shall return the motorcycle to the Licensee upon demand.

7.2 The obligations of the renter and rights of the licensee under this agreement shall continue to be in full force and effect until such time as the motorcycle has been returned to the Licensee in terms of this agreement and the renter has complied with all his obligations in terms hereof.

8. CIVIL DISTURBANCE

8.1 The driver shall not take the motorcycle into any area or on any road where there is a risk that the motorcycle may be damaged, stolen or lost through civil disturbance, riot or any act of political unrest.

8.2 The renter shall be liable for all damage suffered by the Licensee if this clause is contravened by the driver for any reason whatsoever.

9. INDEMNITY

9.1 The renter indemnifies the Licensee against any claim by any person for any damage of any nature whatsoever suffered as a result of any incident involving the motorcycle whether as a result of the Licensee's negligence or otherwise.

9.2 The Licensee shall not be liable for any damage arising out of any defect in or mechanical failure of the motorcycle, nor for any loss of or damage to any property transported in or left on the motorcycle, nor for any indirect damages, consequential loss, loss of profits or any other damages which the renter or the driver or any person transported on the motorcycle may suffer arising out of this agreement.

10. RESPONSIBILITY AFTER LOSS OR DAMAGE TO VEHICLE

10.1 If the motorcycle is involved in any accident or collision or is lost or the motorcycle or any part thereof is stolen, or is involved in any incident which could prejudice the rights of the Licensee, the driver shall take all such steps to safeguard the interest of the Licensee, including, but not limited to , the following where appropriate:

10.1.1 He shall obtain the name and addresses of everyone involved and of possible witnesses;

10.1.2 He shall not admit any responsibility or liability or release any party from any liability or potential liability, nor settle any claim or potential claim against or by any party, nor accept any disclaimer of liability;

10.1.3 He shall notify the police and the Licensee as soon as possible and in any event within 24 (twenty four) hours of the occurrence in question;

10.1.4 Within 48 (forty eight) hours of the occurrence in question he shall complete and furnish to the Licensee the Licensee's standard claim form;

10.1.5 Within 48 (forty eight) hours of the occurrence in question, he shall submit a copy of his driver's licence to the Licensee;

10.1.6 He shall make adequate provision for the safety and security of the motorcycle;

10.2 He shall co-operate with the Licensee and its insurer in any investigation, the lodging or instituting of any claim or action and the defence or any prosecution, claim or action relating to the above.

10.3 If the renter is not the driver, then, without in any way derogating from the renter's obligations in terms of this clause, the renter shall ensure that the driver complies with the provisions of this clause 11. If the renter is not the driver and the driver does not comply with the conditions as set out in clause 11, hereof, the renter shall automatically become liable for all damages, including any third party claims.

10.4 The renter shall furnish the Licensee (and if the renter is not the driver the renter shall also ensure that the driver furnishes to the Licensee) any notice of claim, demand, summons or the like, which the renter or the driver may receive in connection with the motorcycle.

10.5 The driver shall not be entitled to effect any repairs to the motorcycle whether mechanical, structural or otherwise without prior written consent of the Licensee.

11. GENERAL

11.1 The renter acknowledges that ownership in the motorcycle shall at all times remain vested in the Licensee, or the true owner of the motorcycle and that the Licensee may at any time for any reason whatsoever re-take possession of the motorcycle on its own behalf or acting as a duly authorized agent for and on behalf of the true owner of the motorcycle.

11.2 The renter shall not be entitled to cede or assign any of his rights and obligations under this agreement or to sublet or part with possession of the motorcycle, its tools or equipment or any part of it.

11.3 The cost of fuel is not included in the amount of the rental.

11.4 Any tampering by the renter with the odometer of the motorcycle will be regarded as fraud. The distance driven by the renter shall be measured from the odometer installed in the motorcycle. If such calculation is not practical or possible for any reason whatsoever, the calculation shall be done by such other reasonable method as the licensee in its sole discretion may determine.

11.5 If the renter is not the driver, then, without in any way derogating from the renter's obligations in terms of this agreement, the renter and the driver, will be liable to the Licensee jointly and severally for any amounts owing under the agreement including but not limited to damages.

11.6 The renter declares that he has not been induced to enter into any provision of this agreement upon any representation made by or on behalf of the Licensee with regard to the delivery time, the condition, quality, state of repair, performance capability, fitness or suitability for any purpose, of the motorcycle, or anything else whatsoever in respect of any of the matters above mentioned for any other purpose under this agreement.

11.7 The renter shall pay all amounts payable by the renter under this agreement to the Licensee, on demand, or where credit is expressly given in writing in terms of this agreement, within 14 (fourteen) days after the date of the Licensee's invoice. If any payment is not made on due date, then the Licensee may, without prejudice to any of its rights, charge interest on the amount due at the maximum rate permissible by law.

11.8 Save as otherwise stated in this agreement any addition to or alteration of this agreement shall be null and void unless agreed upon by the Licensee in writing.

11.9 Waiver by the Licensee of any breach of this agreement shall not prejudice any rights of the Licensee under this agreement.

11.10 Any payment, which the Licensee may receive from the renter or from any other person on behalf of the renter, may be appropriated by the Licensee in its sole discretion to any liability of the renter under this agreement.

11.11 The parties consent to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the parties, for all purposes under this agreement, notwithstanding that the subject matter or cause of action involved be otherwise beyond the jurisdiction of the said court.

11.12 The renter chooses domicilium citandi et executandi for purposes of this agreement, at the renter's address specified overleaf or in the case of that address not being within the Republic of South Africa, at the driver's local address specified overleaf.

11.13 By his signature hereto as the authorised agent of the renter such signatory undertakes personal liability for the renter's obligations hereunder, notwithstanding anything to the contrary contained herein.

11.14 This document contains the entire agreement between the parties regarding the matters contained herein and the licensee shall not be bound by any undertakings, representations, warranties, promises or the like not recorded herein.