

## Fly-Ride Tours Main Terms and Conditions

### Reservations and Deposits

Bookings can be made by downloading our booking form and sending the completed form together with a deposit cheque for £95 per person made out to **P J BUTLER**. Prices will be held unless there is a variation of more than 5% in the value of the Pound Sterling relative to the Euro between November 1<sup>st</sup> 2007 and April 1<sup>st</sup> 2008

### Conditions of Payment and Security Deposit

All prices are inclusive of unlimited Kilometres and obligatory third party insurance. Your security deposit of €1200 which can be cash or it can be authorised to your credit card (MasterCard, Visa), this will be reimbursed when the motorcycle is returned in good condition. Cheques and debit cards are not acceptable for the security deposit.

Please note, for your safety and the safety of others we **DO NOT repair damaged items**, we replace with genuine manufacturers parts, however **we only deduct the appropriate amount for slight damage**, e.g. you will not lose all of your security deposit for a bent footrest which would cost approx £20 to supply and fit a replacement.

### Motorcycle Usage

The hirer will be supplied with a bike in first class condition along with the legally required documents that allow the bike to be used on the public highways in **Spain**.

The hirer is strictly forbidden to:

- a. Use the motorcycle for commercial purposes
- b. To take part in racing, pace making or any competitive motorcycle event.
- c. Ride the motorcycle off paved roads or on any beach
- d. Use the motorcycle if it becomes defective, the hirer must notify the company immediately
- e. Use the motorcycle to tow a trailer or any other objects
- f. Tamper with the speedometer, any defect on the speedometer must be reported to the company immediately
- g. Have any repairs done, parts replaced or extracted without written consent from the company
- h. To allow any person other than the hirer named on the hire document to drive the motorcycle
- i. Ride the motorcycle if the hirer does not have a full licence for this class of vehicle or is banned from driving

### Drivers Licence and Minimum Age

The drivers licence regulations of the hirers' home country are valid, however for non E.U. citizens an international driving permit will be required, for U.K. citizens with the new photo card licences the paper counterpart should also be produced. The minimum age limit is 25 years and the licence must have been valid for at least 2 years. Where the hirer has held a licence for longer, we require that the hirer has **CURRENT** experience, that is to say they have ridden a motorcycle in the last 5 years.

### Liability of Hirer

The hirer is liable for damage and negligence (including theft or impoundment) with regard to the motorcycle and all damages arising (e.g. operating loss, accident, depreciation damages) that are above and beyond the normal wear and tear of a hire vehicle. The hirer is particularly responsible for damages arising out of contravention of the clauses set out in the **Motorcycle Usage** section above and also for damage caused by any third party, authorised or supervised by the hirer.

The hirer is liable for any fines or penalties arising from illegal parking, speeding, or any other traffic violation. The hirer is also liable for not producing documents on demand by any officer legally empowered to ask for such documents. In the event of impoundment arising from non production of documents the hirer will be liable for damages through loss of use and costs incurred by the company in recovering the motorcycle.

### **In the Event of an Accident**

If you are involved in an accident whilst riding the motorcycle, or if the motorcycle or parts of the motorcycle are stolen, the hirer must immediately notify the company verbally and in writing and also report the facts at the nearest police station. The accident/incident report must include: Time, date and location, registration numbers of all vehicles involved. Name and drivers licence details, address and insurance number of the other party/parties involved, a detailed accident report with a sketch showing relevant positions, names and addresses of possible witnesses, indicate the extent of any damage (damage to property, injury or death) and the location of the motorcycle at the present time.

### **Hand Over and Return of Motorcycle**

You will receive the motorcycle with a full tank of petrol, it will be clean, fully serviced and undamaged. You are obliged to return the motorcycle in the same condition, at the stipulated time and place with all vehicle documents any tools accessories and with a full tank of fuel. If any documents, tools or accessories be missing, each item is to be compensated in the sum of €100 per item. If the motorcycle is not returned at the agreed time, the hirer is responsible for all damages the company may experience as a result of the late return of the motorcycle.

The company reserves the right to seize the motorcycle at the hirers' expense if the motorcycle is misused by the hirer or should the contract conditions not be fulfilled.

### **Protective Clothing**

Protective clothing is to be provided by the hirer, helmets are compulsory in Spain and we prefer hirers' to use their own helmet, this ensures you have a well fitting helmet that you are comfortable with. Gloves, stout footwear and sensible outer garments are recommended. Tee shirts, shorts and flip flops are not recognised by us as sensible, **WE WILL NOT RELEASE A BIKE TO ANYONE** who arrives to collect a bike so attired.

### **OFFICE**

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