



Otago Harbour Golf Challenge Ltd (“**OHGC**”) provides **HIRE ONLY** Biking Equipment to you (“**the Hirer**”).

Bike Hire periods

- A one-day period is from 8 a.m. – 6 p.m. Bikes can be picked up from 8am onwards and must be returned by 6 p.m.
- 1-hour hires / or charged per hour (bikes can be picked up anytime of the day when we are open)
- Half Day Hires - 4 hours (bikes can be picked up anytime of the day when we are open)
- Overnight hires must be dropped back by 9 a.m. the following day will be charged additional \$20 on top of their hire.

OHGC Terms and Conditions

1. **Care** - You agree you are solely responsible for the care and safe keeping of all Equipment hired from *OHGC* (“the Equipment”) for the duration of this agreement.
2. **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.
3. **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.
4. **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).
5. **Compensation for damage** - You agree to compensate *OHGC* for the full cost of repairing and/or replacing the Equipment, regardless of the cause of such loss or damage.
6. **Transport** - Bikes can only be transported by *OHGC* Staff, or a bike carrier pre-approved by *OHGC* Management. *OHGC* Hire Bikes are NOT to be transported on a private trailer or truck deck unless you obtain prior approval from *OGHC*.
7. **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* 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*.
8. **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* or their employees or agents and here by indemnify *OHGC* against any loss, damage or claims whatsoever arising against them as a result of your use of the Equipment.
9. **Hire terms** - You understand that *OHGC* has the right to resell hires if you have not paid in full by the due date and that *OHGC* has the right to refuse or continue any hire at any time.
10. **Payment & cancellation policy** – See our separate section for these terms.
11. **No refunds once started** - *OHGC* 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.
12. **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.
13. **Schedule changes** - You accept that *OHGC* is not responsible for damage, expense, inconvenience or injury related to schedule changes or events outside its control.



14. **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 is in no way responsible for seeking, obtaining or meeting the cost of any medical treatment whatsoever.
15. **No drugs or alcohol** - You agree that you must not be under the influence of drugs and/or alcohol when **HIRING** our equipment.
16. **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.
17. **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 Staff if you are under the age of 16.
18. **Your Privacy** – See our separate section about our Privacy policy.
19. **Disclaimer** - Terms, prices and conditions are all subject to change without notice, prior to booking.
20. **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.