

Motor Adventure Bali

GENERAL TERMS AND CONDITIONS updated February 16



Rental and Tour Operator is Motor Adventure Bali in the following MAB written.

1. GENERAL CONDITIONS AND REQUIREMENTS.

The Renter, by signing the rental contract for the vehicle and accepting the present general conditions, declares that he/she has verified that the motorcycle is in good condition and appropriate for the agreed use.

The Renter agrees not to provide false information about himself, his age, address and general conformity to the driving laws, explicitly exempting the Owner from any damaging consequences which might arise from such false declarations. Whoever signs the lease in the name of or on behalf of a third party is jointly liable with them for the execution of the obligations of this rental agreement. Whatever the case, the Renter is responsible for the actions and omissions of anyone who operates the motorcycle.

- 1.1 Minimum age for rent a Motorcycle is 18 years.
- 1.2 A valid Driver license is essential!
It is mandatory to have a valid international driver's license to carry always with you.
- 1.3 The motorcycle is handed over in perfect condition and working order and must be returned by the Renter to the Owner in the same conditions at the end of the rental period.
- 1.4 The Bikes are delivered to the Renter with the original registration and Tax papers. (STNK). If you (Renter) loose these, you have to pay \$ 70.
This is unfortunately very high, but our bike will be out of service for more than a week and we have to pay a lot for the new STNK. You have to keep this document with you at all times while using the motorbike. We provide you with this document so the Indonesian Police can't give you a penalty. If you leave the Bali Island it will be controlled at the port.
- 1.5 Motorcycles must be returned on time, this is the condition of the hire. Late return may result in extra hiring costs, so please keep to the agreed return time or notify us 48 hours prior if you wish to extend your rent. If you want to extend your rental period the easiest way to send us a simple message by a email or phone call.
- 1.6 If your helmet is lost or stolen, you have to pay to MAB \$ 35.
(Please lock always the helmet under your seat) or take it with you. (It often happens that people cut it from your seat even it is locked.)
- 1.7 If the rental period abbreviated or shortened by the Renter, for any reason, there is no right to a refund of the rental price.

- 1.8 Getting travel insurance which covers any potential disadvantages during your holiday including illness, injury, death, 3th party damage and cancellations is highly advisable. We are not liable to damage, loss, injury, and death sustained by the hirers riding the motorbikes or there pillion riders and other people involved in accidents. All clients are strongly recommended to obtain appropriate travel and medical insurances.
- 1.9 We work very hard for all of our customers to deliver a motorcycle in perfect condition. This to ensure for all a lot of driving pleasure. Please use our bikes with respect and to be treated carefully. Even small damage must be repaired. This also includes for example a brake lever, cracks and damage to the motorcycle-fairings. The next rider will be happy to get bike in good condition. Normal wear and tear on the vehicle are of course no problem.

2. OBLIGATIONS OF THE RENTER.

The Renter agrees:

- 2.1 To drive the motor vehicle wearing the approved helmet, to use the vehicle, together with the equipment provided, with the utmost care and in compliance with all applicable laws.
- 2.2 To use the vehicle with care and prudence, to not subject it to high speeds or excessive strain and to not use it in contests or competitions. The Renter is entirely responsible for any damage suffered by the motor vehicle through negligence or willful neglect (falls, accidents).
- 2.3 To see to the direct payment of any fines, tolls or other fees accumulated during the rental period.
- 2.4 To indemnify the Owner from any and all claims and/or requests made by third parties for damages suffered by them and/or suffered by their property in any way related to this rental.
- 2.5 To return the vehicle in good order and in the same conditions as at the beginning of the rental period. Any damage to the motorcycle will be noted at the time of return and the cost of repair due from the Renter will be calculated.
- 2.6 To recognize that he/she has no real right over the rented vehicle or the accessories supplied and is therefore unable to dispose of them any way.
- 2.7 To fully indemnify the Owner from any and all financial claims made by third parties for any damage suffered directly or indirectly by the Renter.
- 2.8 Not to hand the bike over for use by anyone else, under any circumstances, without the consent of the Owner.
- 2.9 The Owner reserves the right to repossess the vehicle at any place and time, in the event of a breach of the provisions of this Article.

3. COMMITMENTS OF THE RENTER.

The Renter agrees never to drive or operate the vehicle:

- 3.1 Under the influence of drugs, narcotics, alcohol or intoxicants, or any other substance which may limit his/her judgment or ability to react.
- 3.2 In the context of a race, speed test or on a race track.
- 3.3 For any illegal purpose.

4. THE OWNER'S LIMITATION OF LIABILITY.

The Owner shall not be held liable to the Renter, that is the Renter of the motorcycle or to any passengers, for damages of any kind, including economic damages, which the aforementioned may suffer due to any accident or operational defect of the vehicle. Likewise the Owner cannot be held responsible for any damage incurred as a result of theft, riots, war, force majeure or unforeseeable events.

5. RESERVATIONS AND CANCELLATIONS:

- 5.1 The booking of vehicles may be made via email. When booking the vehicle, the Renter must provide a copy of his driving license and a copy of his ID card or passport. The Renter shall pay 30% of the rental price at the moment of the reservation.
- 5.2 Upon reservation for our Scooter is no pre-payment necessary.
- 5.3 The Renter agrees not to supply false documents or false information and assumes all liability arising from a breach of this clause.
- 5.4 In the event of a cancellation of bookings by the Renter. MAB will by following predefined rules refund the deposit:
- a. In case of cancelation more than 60 days before your trip starts we refund 80% of the pre-payment.
 - b. In case of cancelation more than 30 days before your trip starts we refund 50% of the pre-payment.
 - c. In case of cancelation less 30 days before your trip starts we refund 0% of the pre-payment.
 - d. In case of a rebooking more than 30 days before your trip starts: one time is free rebooking.

6. PAYMENTS.

- 6.1 Upon reservation for our Scooter is no pre-payment necessary. A confirmation by e-mail is sufficient.
- 6.2 The payment in full is due the beginning of the lease.
- 6.3 Upon a reservation for a guided tour, the Renter is required to pay a deposit of 30% of the tour price. The full payment sum must be paid at least 30 days before the start of the Tour.
- 6.4 If any of our accesoires are stolen, lost or damaged the new retail value will be charged. Retail values are:
- Helmet: \$ 35
 - Medical Kit: \$ 25
 - Pocket Wifi: \$ 80
 - International travel adaptor: \$ 20
 - Side bags: \$ 90
 - Hard case: \$ 80
 - Tank top bag: \$ 50
 - Mobile phone holder: \$ 25
 - STNK (vehicle registration document) \$ 70
- 6.5 The volume of petrol must be the same at the time you return the motorbike as it was when you start to rent it. In case the volume is less after you return it, we charge you 10.000 rp per liter Premium and 15 000 rp per liter for KLX 250 (needs Pertamina 95 octane).

7. Security Deposit during Rental duration:

- 7.1 Scooter:
If you stay during the rental period in the same accommodation, will be not required a Security Deposit.
Otherwise if you go on touring with a changing of accommodation we require a deposit in the amount of \$ 200.
If the Renter leave Bali and visit other Island with our Scooter we require a deposit in the amount of \$ 300.
- 7.2 Motorcycle: (Kawasaki, Honda CB 150 R)

MAB require generally a security deposit in the amount of \$ 500 for Kawasaki 150cc and Honda CB 150 R.

MAB require generally a security deposit in the amount of \$ 500 for Kawasaki 250cc

- 7.3 The security must be deposited in cash in USD AUD / IDR or in other major currency. We will give you a receipt and finally the same currency back.
- 7.4 You are liable to us for any damage resulting to the bike due to your improper use of the motorcycle and in addition to the full cost, you authorise us to deduct from your deposit all repair.
- 7.5 You indemnify us for any and all claims, loss or damage as a result of your direct or indirect use of the motorcycle including any injury or harm you cause to yourself or anyone else including any legal costs we incur because of such claims on a full client/solicitor basis.
- 7.6 You must also indemnify us on demand for any fines or penalties you incur in using the motorcycle.

8. DELIVERY AND RETURN

- 8.1 We provide the motorcycles free of charge to accommodations in the south of Bali (Kuta, Legian, Seminyak area) and pick them up at the end of the rental period. For a further distant delivery we calculate a fee.
- 8.2 Bali Ngurah Rai Airport Deliver and Pick-up Motorcycles.:
For high flexibility travelling without fixed accommodation during visit Bali.
For rent duration less than 5 days we charge a Motorbike Administration fee \$5
- 8.3 If the Renter cannot return at the agreed place the motorbike for some reason, and we need somewhere to pick it up in Bali, we charge the following fees.
 - a. The vehicle is ready to drive, but cannot be driven by the driver for any reason (healthy other handicaps...):
In whole Bali: \$ 35 per Bike
 - b. The vehicle is not drivable (accidents, flat tire ...) and must be towed:
In whole Bali: \$ 80 per BikeCertainly due to technical Failures in responsibility of MAB we remedy at our expense.

9. LEAVING BALI TO OTHER ISLANDS

- 9.1 We allow tours to other islands in Indonesia. It is our challenge to support adventurers to explore the hidden beauty of Indonesia.
If the Renter wants to leave Bali with the vehicle, he must inform MAB.
- 9.2 Outside of Bali, we do not offer service on-site support on other Islands
- 9.3 We support primary by telephone and chat. The Renter must try to solve each problem first with local workshops
- 9.4 In case of emergency to return back the Motorcycle to Bali, the Renter is fully responsible. We calculate the transportation, salvage and support costs according to expenditure.

10. Technical Failure

- 10.1 You must notify MAB staff if you become aware of a technical fault or if the motorcycle becomes unroadworthy for any reason. We will immediately replace your bike.
Occasionally due to unforeseen circumstances a chosen motorcycle might not be available. In that case we will offer a similar or upgraded motorcycle at no extra cost.
- 10.2 Renters are responsible for damage of the tires. We provide a 24/7 service for \$ 25 per incident and come to you, and replace the bike. We will fix the tire in our workshop. In whole Bali hassle free for you!
- 10.3 We have a 7/24 service with street support in Bali. If we are called to Renters location, but the problem is not in responsibility from us, we charge a service fee of \$ 35.

11. Accident

- 11.1 The Renter must inform immediately the owner in case of accidents and follow the instructions provided by the Owner.
- 11.2 The Renter also agrees to compensate the Owner for any damages caused to the vehicle, to its parts or accessories, and to pay all administrative costs relative to the accident.
- 11.3 In case of damage, the deposit will be fully retained until the damage repaired and the fixed costs are clearly visible. We send you a bill and finally refund the rest of the deposit.

12. Damage Insurance Policy – Motor Adventure Bali

The Comprehensive Coverage offered by Motor Adventure Bali helps cover the costs or repairs to your bike.

- 12.1 Under this Motorbike rental and tours Insurance Policy are fully covered for:
- any damage that accrues to your motorbike rental
 - all repairs (engine included), in case any damage is caused by you or a third party
 - motorbike theft
 - accidental motorbike loss
 - vandalism
 - fire
 - any damage attributed to severe weather (flood, earthquake or storm)
 - any damage caused due to misjudgment/error/mistakes, as included in the Policy.
 - damage caused by hitting of being hit by an animal

- 12.2 All motorcycles are subject to an own contribution in case of any damage. This is called your "own risk".
All damages up to this amount will be charged to the tenant.

If the damage is higher than the "own risk" the insurance will be claimed.

Own risk for:

Scooter:	US\$100
KLX 150; CB 150 R; Pulsar 200cc:	US\$300
KLX 250; CRF 250 Rally:	US\$500
Versys X Tourer	US\$500

- 12.3 Insurance rate:
- | | |
|----------------------------------|----------------|
| Scooter: | \$3,50 per day |
| KLX 150; CB 150 R; Pulsar 200cc: | \$4,50 per day |
| KLX 250; CRF 250 Rally: | \$6,50 per day |
| Versys X Tourer | \$7,50 per day |

- 12.4 Motor Adventure Insurance Policy **does not cover** the cost and risk of:

- loss of personal belongings
- any damage that occurred to any additional riding gear (including helmets)
- liability to other vehicles or injury caused to another party
- damage to any accidents (medical costs included)
- personal injury that might accrue by fault of the bike, a third party, or yourself

Notice: The Motor Adventure Bali Insurance policy solely covers your motorbike rental damage, including the engine.

Please ensure that you have a private travel health insurance, which covered Motorbike accident.