

Spyder Motorcycles Limited Hire Terms and Conditions

1. Interpretation

1.1. In these conditions, the following words have the following meanings:

Applicant means a person applying to hire a motorcycle from Spyder Motorcycles;

Authorised Foreign Motorcycle Licence Holders means an Applicant holding a motorcycle licence that has been issued to the Applicant by a national authority from the European Union or the United States of America, Australia, Canada, New Zealand or South Africa;

Contract means any Contract between Spyder Motorcycles and the Hirer for the provision of motorcycle self-drive hire services incorporating these Conditions;

Date of Hire means the date on which an Applicant's Hire application and payment of Hire fee is successfully processed;

Driving Conviction means conviction of an offence in connection with the driving of a motor vehicle or motorcycle and/or licence endorsement, licence suspension or penalty points being imposed. Parking and not more than two speeding offences accounting for 6 points in the past 3 years may be ignored. Spent convictions covered by any legislation providing for the rehabilitation of offenders may be disregarded.

Disability or Condition means mental or physical defect or infirmity or fits, epilepsy, diabetes, heart condition, any heart complaint and any other disease, disorder, illness or physical infirmity, which could affect the driving of a motor vehicle or motorcycle;

Hirer means anyone authorised by Spyder Motorcycles to use a Spyder Motorcycles motorcycle;

Motorcycle means a motorcycle made available by Spyder Motorcycles to a Hirer for self-drive hire and the expression Motorcycle shall include the Motorcycles' keys, documents and accessories supplied with the Motorcycle;

Restricted Occupation means an occupation that engages person wholly or partly in:

- 1) Food delivery services if the insured vehicle is used for business purposes
- 2) Bookmakers, turf accountants, the gambling industry including amusement arcades, fruit machines, casinos or club employees
- 3) Entertainment and related industries including fairground employees
- 4) Professional sports
- 5) Professional modelling
- 6) Publicans or working in the licence trade
- 7) Street trading and/or market trading
- 8) Scrap metal merchants
- 9) Diplomatic profession
- 10) Courier or messenger
- 11) An undergraduate and/or student under 25 years of age

Security Deposit means the value of the insurance excess shown in Condition 9;

Address means Spyder Motorcycles' registered address at Unit 18 Silverstone Park, Silverstone Race Circuit, Silverstone, Towcester, NN12 8TL;

Spyder Motorcycles means Spyder Motorcycles a trading name of Spyder Club Ltd. a private limited company registered in England and Wales under company number 05842996 and with its registered office at Unit 18 Silverstone Park, Silverstone Race Circuit, Silverstone. NN12 8TL;

1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. The Contract

2.1. Spyder Motorcycles reserves the right to repossess the Motorcycle at any time without demand at the Hirer's expense if the Hirer is in serious breach of these Conditions. The contract will not commence until the applicants have provided:

- (a) evidence of a valid motorcycle licence held for over two years;
- (b) one other form of identification with a photo if the Hirer's driving licence does not have a photo;
- (c) one other form of identification or bill (not more than 90 days old) with the Hirer's home address if the Hirer's driving licence does not have a home address;
- (d) a valid current credit card with sufficient funds to cover the full value of the insurance excess;
- (e) if a UK licence, a DVLA check has confirmed driving licence details; and
- (e) Passport if the rider is a non-UK resident

3. Motorcycle Collection and Delivery

3.1. Motorcycles can be collected from our base at Silverstone. Unless late arrival is advised, the vehicle will be held for two hours after which we cannot guarantee availability.

3.2 Delivery can be arranged by prior request at a cost of £0.70 per mile. The charge will be based on the mileage of the roundtrip for delivery and or collection i.e. Spyder Motorcycles to Hirer and back to Spyder Motorcycles.

London Deliveries:

An additional charge for delivering into London will be required for each booking.

- (a) Within the M25, £15 per delivery/pick up
- (b) Within the congestion zone £30 per delivery/pick up

3.3. The Hirer agrees that prior to the driving away of the Motorcycle they will:

- (a) gain access to the Motorcycle using keys provided by Spyder Motorcycles;
- (b) together with a representative of Spyder Motorcycles, inspect the Motorcycle for any damage. Any damage shall be shown on the pre-hire damage report; and
- (c) complete an insurance hirer's proposal form. Any inaccuracy in the statements and answers in the insurance proposal form shall invalidate the cover under the insurance policy.
- (d) for the duration of the hire a deposit will be held on the Hirer's credit card to full value of the insurance excess.

3.4. Once the Hirer gains access to a Motorcycle, the Hirer will be responsible for the Motorcycle until the Motorcycle is returned to a Spyder Motorcycles staff member in its original condition.

4. Motorcycle Return

4.1. The Motorcycle must be returned to Spyder Motorcycles at the allocated return time.

4.2. Also to return:

- (a) the Motorcycles' keys; and
- (b) all documents and accessories present at the time of collection in the same condition as they were on collection.

4.3. The Hirer will remove all personal possessions from the Motorcycle and shall agree with a representative of Spyder Motorcycles the total mileage travelled by the Motorcycle during the hire period.

4.4. A representative of Spyder Motorcycles will then complete a post hire damage report. A copy of this report may be given to the Hirer and any charges due from the Hirer shall be charged in accordance with conditions 5 to 7.

5. Charges for Late Return or in Poor Condition

5.1. If the Motorcycle is not returned as pre-arranged with Spyder Motorcycles at the allocated return time, Spyder Motorcycles is entitled to charge the Hirer £30.00 per hour or part thereof (at the discretion of Spyder Motorcycles) for the late return of the Motorcycle. The Hirer will not be liable to charges for the late return of the Motorcycle from the time that the Hirer notifies to Spyder Motorcycles of the genuine loss or theft of the Motorcycle and that the loss or theft has been reported to the Police.

5.2. If the Motorcycle is returned in unusually poor condition - excluding normal road riding use - Spyder Motorcycles is entitled to charge the Hirer £50 for the cost of valeting if deemed necessary, and/or servicing the motorcycle (including the cost of spare parts), in addition to the charges arising under condition 7. If the Motorcycle has been ridden in particularly poor weather conditions, it is requested that the Hirer rinse off extreme dirt in order to reduce corrosion and damage to the vehicle.

If the Motorcycle is so dirty that a visual inspection for damage cannot be made, then the insurance excess will not be refunded to the Hirer's card until the vehicle has been cleaned and a full inspection is made; this will be done at time convenient to Spyder Motorcycles.

6. Cancellation Policy

At the time of booking a 50% non-refundable deposit will be taken with the balance charged 30 days prior to collection unless otherwise advised. There will be no refund available if cancellation is after 30 days prior to vehicle collection or delivery. If your booking is within 30 days you will be invoiced for the full amount.

7. Other Charges

7.1. Spyder Motorcycles retains the right to charge its Hirers certain charges as agreed damages in those cases where the Hirers do not follow these Conditions either intentionally or unintentionally.

7.2. Spyder Motorcycles will take into account any extenuating circumstances, however the final decision to impose a charge on the Hirer lies solely with Spyder Motorcycles.

7.3. the Hirer shall pay or reimburse Spyder Motorcycles on demand the sum of:

- (a) the agreed Hire fee;
- (b) any applicable administration charges;
- (c) any applicable charges arising under condition 11;
- (d) any excess mileage charges relating to the distance travelled whilst the motorcycle is in hire over and above the Hirer's allocation will be charged at £0.25 per mile; the Hirer is limited to 200 miles per 24 hour period pro rata over the hire period.
- (e) any fines, penalties, court costs or other expenses imposed on Spyder Motorcycles by law, arising from the use of the Motorcycle while on hire to the Hirer, (unless due to Spyder Motorcycles' fault). Payment by the Hirer does not relieve the Hirer or any person of direct responsibility to any public authority for the Hirer's unlawful acts or omissions. If the fine comes through to Spyder Motorcycles subsequent to the hire at £25 administration fee will be added;
- (f) Spyder Motorcycles' costs, including reasonable legal fees and administration charges incurred in collection of amounts due from the Hirer under the Contract to the extent that such costs and charges would be recoverable by Spyder Motorcycles in successful court proceedings;
- (g) any amounts due under the Contract relating to the loss, damage or late return of the Motorcycle;
- (h) any sums incurred by Spyder Motorcycles in connection with the recovery of the Motorcycle, or otherwise incurred by Spyder Motorcycles due to the Hirer's acts or omissions; and
- (i) any sums arising from the loss or damage to the Motorcycles' keys (including supply of replacement keys).
- (j) if the Hirer is not a UK motorcycle licence holder they will be charged a £25.00 administration fee on application and /or renewal to confirm details of the Hirer with the relevant national authority.

8. Payment of charges

8.1. The Hirer will provide Spyder Motorcycles with the Hirer's credit card details prior to hiring a Motorcycle.

8.2. Spyder Motorcycles will hold on the Hirer's credit a value equal to the Security Deposit if necessary.

8.3. Hirers will be charged in any sums fall due arising out of:

- (a) condition 5 above;
- (b) condition 6 above;
- (c) condition 7 above;
- (d) condition 9 below;
- (e) condition 11 below.

9. Responsibility of the Hirer

9.1. The Hirer is responsible for the full value of the insurance excess on each vehicle for damage, loss and/or theft. Damage includes excessive tyre wear over and above what would reasonably be expected for the period of hire, for example if a road bike is taken on track where not agreed prior with Spyder Motorcycles. **The amount of the excess depends on the bike hired and will be re-confirmed to you at the time of booking.**

If a Hirer causes damage to multiple Spyder Motorcycles bikes in one incident they will be responsible for the insurance excess on each bike.

9.2. The Hirer is responsible for paying any permits to park the Motorcycle during the hire period together with any fines, tolls or charges levied as a result of using the Motorcycle.

10. Motorcycle care

10.1. The Hirer is responsible for the safe keeping of the Motorcycle whilst it is on hire to the Hirer. The Hirer must:

- (a) make sure the Motorcycle is locked and secure when not in use;
- (b) make sure the Motorcycles' keys are not kept with the Motorcycle when it is not in use;

- (c) use the correct fuel;
 - (d) set and use any security devices either fitted on or supplied with the Motorcycle;
 - (e) keep the Motorcycle locked and securely stored in a locked brick built garage if the Motorcycle is kept overnight at the Hirer's address;
 - (f) keep the Motorcycle locked and securely stored in a locked brick built garage if the Motorcycle is away from the Hirer's home address overnight. If this cannot be arranged, the Hirer must take every possible step to secure the Motorcycle and it must be locked, covered and kept out of public view; and
 - (g) keep the Motorcycles' keys secure.
- 10.2. The Hirer must check the oil and water on collection and subsequently during any trip, by monitoring the oil warning light and temperature gauge.
- 10.3. The Hirer must inspect the tyres on each booking and check that they are correctly inflated.
- 10.4. The Hirer is solely responsible for keeping the Motorcycle sufficiently supplied with the correct fuel during use.
- 10.5. The Hirer is responsible for ensuring that the motorcycle is left clean and tidy with a full tank of petrol before it is returned.
- 10.6. The Hirer must not make any alterations to the Motorcycle.
- 10.7. The Hirer is responsible for the keys issued to them and undertakes not to allow them to be used by any other person including other Hirers.

11. Conditions of use

11.1. The Hirer must not allow the Motorcycle:

- (a) to be used to carry passengers for hire, reward or any other kind of remuneration;
- (b) to be used to carry goods of a hazardous or dangerous nature or of excessive size or weight;
- (c) to be used to propel or tow any motorcycle, trailer or other object without the prior written agreement of Spyder Motorcycles;
- (d) to be used to take place in any race, rally, pace making, trials, speed testing or other contest or, except with the prior written agreement of Spyder Motorcycles, any racetrack or off-road facility of any kind;
- (e) to be used whilst the driver is under the influence of alcohol, drugs or any substance impairing their consciousness or ability to react: in contravention of any traffic regulations;
- (f) to be driven by any other person (including any other Hirer) who has not been authorised by Spyder Motorcycles; and
- (g) to be driven outside England, Scotland and Wales without the permission of Spyder Motorcycles. Vehicles may be driven with the EU and Switzerland subject to authority from Spyder Motorcycles and a £50 additional insurance fee.

11.2. Failure to comply with the conditions of use may result in the charge of the agreed damages payments and / or the recovery of the Motorcycle without notice at the Hirer's expense.

11.3. The Hirer shall notify Spyder Motorcycles immediately if the Hirer is involved in an accident prior to vehicle pick up involving a motorcycle that he or she is driving (whether or not a Spyder Motorcycles motorcycle) and whether or not during a period of hire of a Spyder Motorcycles Motorcycle.

11.4. The Hirer agrees to notify Spyder Motorcycles prior to vehicle pick up if any of the following Motorcycles occur:

- (a) the Hirer's driving licence is endorsed;
- (b) the Hirer's occupation changes to that of a Restricted Occupation;
- (c) the Hirer suffers from a health-related complaint that restricts the Hirer's ability to drive safely.

11.5. The Hirer shall observe the rules and procedures set out in the Contract.

11.6. The Hirer is limited to 200 miles per 24-hour period pro rata.

12. Insurance and eligibility of Hire

12.1. Spyder Motorcycles has in place insurance cover for the Hirers using the Motorcycles with Spyder Motorcycles' permission (and not otherwise) and in accordance with a Comprehensive Motor Insurance Policy. This policy meets all applicable statutory requirements and protects Spyder Motorcycles and the authorised driver (the Hirer) for the Motorcycle against any legal claims from third parties for personal injury or material damage caused by the use of the motorcycle.

12.2. The insurance does not cover damage to any premises belonging to or in the possession of the Hirer or the Hirer's employer or to property belonging to or held in trust by or in the custody or control of the Hirer or Hirer's employer.

12.3. Only Applicants from the United Kingdom (UK) or Authorised Foreign Motorcycle Licence Holders between the ages of 30 years and 70 years will be considered for Hire, if under 30 see Special Terms below. The applicant must

satisfy the following criteria:

(a) hold a full and valid UK European Union, United States of America, Australian, Canadian, New Zealand or South African motorcycle driving licence for two years; or, if a non-UK applicant, hold a full and valid motorcycle driving licence for two years;

(b) have no serious Driving Convictions, six points or less on a licence will be disregarded, unless from one of the following offence codes within the last five years:

- I Theft or unauthorised taking UT
- II Drink or drugs DR
- III Dangerous driving DD
- IV Driving whilst disqualified BA
- V Licence LC
- VI Careless driving CD
- VII Any equivalent offence in Northern Ireland;

“Spent” convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded.

(c) have at least two years’ no claims discount;

(d) not be involved in a Restricted Occupation;

(e) hold a valid current credit card with an available credit of at least the full value of the insurance excess;

(f) not have a Disability or Condition unless the Applicant has notified the DVLA and the DVLA has issued a valid driving licence in light of the Disability or Condition without imposing any restriction on the Applicant;

(g) has not had their insurance declined and/or renewal refusal and/or special insurance terms imposed upon them and/or have cover cancelled by a motor insurer

(h) has not whilst driving or riding been involved in more than one fault accident in the last three years; and

(i) no criminal convictions

12.4. Applicants that are not UK or Authorised Foreign Motorcycle Licence Holders may be considered for Hire if they satisfy the conditions in 12.3 above and can prove that they have 3 years’ recent and regular driving experience of a motor vehicle and a motorcycle.

12.5. In certain circumstances, an Applicant may be accepted on Special Terms (e.g. a higher insurance excess or an additional insurance premium). The Applicant will be notified of such special terms at the time of vehicle pick up and, if the Applicant is willing to accept these special terms, will be asked to sign the special terms for agreement before Hire is completed.

12.6. Spyder Motorcycles (or persons acting on Spyder Motorcycles’ behalf) will conduct negotiations and agree any settlement with insurers. Any insurance monies in respect of loss or damage to the Motorcycle will be paid to Spyder Motorcycles or such persons as Spyder Motorcycles may direct.

12.7. If a Hirer notifies Spyder Motorcycles of any of the occurrence of any of the Motorcycles specified in Condition 11.3 or Condition 11.4 above and Spyder Motorcycles’ insurers shall withdraw insurance cover for the Hirer, Spyder Motorcycles shall terminate the Hire of the Hirer and shall make a pro rata refund to the Hirer of the booking fee, less a termination fee of £25.

12.8. If the actions or negligence of the Hirer invalidates insurance cover held by Spyder Motorcycles for any reason and results in the loss of cover provided under the insurance policy, the Hirer will be liable for any reasonably foreseeable losses incurred by Spyder Motorcycles.

13. Accidents

13.1. If the Hirer is involved in a road traffic accident whilst using the Motorcycle, the Hirer must report the road traffic accident immediately to the Police regardless of personal injury, loss and/or damage.

13.2. The Hirer must report the accident to Spyder Motorcycles as soon as practically possible, providing the Police reference number.

13.3. in the event of an accident the Hirer shall not make any admission of responsibility or guilt which would be binding upon Spyder Motorcycles or its insurers, or promise to pay any third party, or attempt any repair to the Motorcycle.

13.4. The Hirer shall fully complete a Spyder Motorcycles accident form on request.

13.5. The Hirer shall co-operate with Spyder Motorcycles, its insurers and the Police in any investigation or subsequent legal proceedings.

13.6. If the Hirer is involved in an accident no refund on the booking or alternative vehicle will be offered at Spyder Event’s discretion.

14. Theft

14.1. If the Motorcycle, its keys and/or documents and accessories present at collection, are stolen the Hirer must report the theft immediately to the Police and then to Spyder Motorcycles as soon as practically possible, providing the Police reference number.

14.2. The Hirer shall fully complete a Spyder Motorcycles theft form on request.

14.3. The Hirer shall co-operate with Spyder Motorcycles, its insurers and the Police in any investigation or subsequent legal proceedings.

15. Damage and Vandalism

15.1. If the Motorcycle, its keys and/or documents and accessories present at collection, are damaged or stolen the Hirer must report the theft immediately to Spyder Motorcycles. If the damage was caused by, or the suspected cause was vandalism the Hirer must notify the Police and provide Spyder Motorcycles with the police reference number.

15.2. The Hirer shall fully complete a Spyder Motorcycles damage form on request.

15.3. The Hirer agrees to co-operate with Spyder Motorcycles, its insurers and the police in any investigation or subsequent legal proceedings.

16. Personal Property

16.1. Spyder Motorcycles is not liable to the Hirer for loss or damage to property left in or on the motorcycle either during the period of hire or afterwards unless the loss or damage results from Spyder Motorcycles' negligence.

Hirers are not covered by Spyder Motorcycles' insurance for the theft of possessions or valuables from Motorcycles.

16.2. Spyder Motorcycles is not liable to the Hirer for any loss of or from, or damage to their own personal vehicle if left at Spyder Motorcycles premises at any time unless such loss or damage results from Spyder Motorcycles' negligence. Parking provision is subject to availability.

17. Personal data

17.1. The Hirer consents to the computer storage and processing of the Hirer's personal data by Spyder Motorcycles in connection with the Contract and to the transmission of this data for the purposes of Spyder Motorcycles' legitimate interests including statistical analysis, marketing of Spyder Motorcycles' services and credit control. If the Hirer breaches the Contract, the Hirer's personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

18. Limitation of liability

18.1. Except for death or personal injury caused by Spyder Motorcycles' negligent acts or omissions, Spyder Motorcycles shall only be liable for any loss or damage, which is a reasonably foreseeable consequence of a breach of the Contract.

19. Motorcycle provision

19.1. Spyder Motorcycles will ensure, as far as is reasonably possible and in accordance with the Contract, that the Motorcycle is in a roadworthy condition and is regularly serviced.

19.2. Motorcycles are made available to Hirers from the booked start time and accessed by the use of the keys provided. Once the Motorcycle has been checked for external damage or neglect, and where appropriate relevant details have been entered in the logbook, a Hirer can then use the Motorcycle in accordance with the agreed terms and conditions.

19.3. If, due to circumstances beyond Spyder Motorcycles' control, the pre-booked Motorcycle is no longer available for hire to the Hirer, Spyder Motorcycles will endeavour to offer an alternative Motorcycle. At the option of the Hirer, the Hirer may either accept the offered alternative Motorcycle or re-arrange the original booking for another date and time.

20. Term of the Contract

20.1. The Contract will remain in force for the duration of the hire and any subsequent action required under point 7.

20.2. The Contract may be terminated with immediate effect by the Hirer in the event that Spyder Motorcycles seriously breaches any of the terms and conditions of the Contract.

20.3. Spyder Motorcycles may terminate the Contract with immediate effect in the event that the Hirer seriously breaches any of the terms of the Contract.

21. Assignment

The right of the Hirer to hire a Motorcycle is dependent upon the personal experience and qualifications of the Hirer. Consequently, a Hirer shall not be entitled to transfer any rights under the Contract to any other person.

22. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English law and in relation to any legal action or proceedings arising out of or in connection with the Contract. Each of the parties submits to the non-exclusive jurisdiction of the English Courts.

I agree to be bound by the terms and conditions of insurance which I have seen and read or have had the opportunity to see and read.