## **RENTAL TERMS AND CONDITIONS**

### **Rental Terms RoadMasters Moto Tours and Partners**

## Responsibility

The Lessee is considered to be the temporary operator of the vehicle for a definite period of the lease, who assumes liability for damages incurred during the lease period, violations of the rules and a surety. The Lessee is fully financially liable for the damages caused by the vehicle or the damages caused in the vehicle.

# Tenant can be a natural person who

- has reached the age of 25,
- has held a category "A" license for at least two years
- has a major credit card

## **Documents required for rent:**

- identity card or passport
- address card
- license

### Rent

The rent includes:

- compulsory insurance
- CASCO insurance
- unlimited mileage.

The rent does not include:

- the fuel
- tolls
- repair costs resulting from improper use.

# **Lease duration**

The lease agreement is always for a definite period, the basic unit is 24 hours.

It is only possible to extend the lease after prior agreement and paying the rent in advance.

# **Return Policy**

If the motorbike is returned before the end of the rental period, the Lessor will not refund the rental fee or any other fee. In case of late return of more than 60 minutes, we will charge an additional rental day.

#### **Fuel**

Motorcycles are delivered with a full tank and must also return with a full tank. Fuel costs are client's responsibility, RoadMasters Moto Tour and partners claim no responsibility for motorcycle fuel consumption and mileage. If vehicle needs refueling, 35€ charge will be added.

# Resignation

In case of cancellation of the reservation, the fee paid by the Tenant will be refunded less the registration daily fee (20€ / rental day).

#### **Helmets**

In Europe helmet is mandatory while riding. Clients are encouraged to bring their own helmets for comfort, hygiene and style.

# **Maintenance Responsibility**

The customer is responsible for checking engine oil levels at each refueling and reporting mechanical failures immediately. Customers may be held responsible for mechanical damage due to negligence in motorcycle operation or failure to provide normal maintenance.

### **Motorcycle Substitution**

RoadMasters Moto Tours and Partners reserve the right to substitute the motorcycle confirmed to rental client. Should RoadMasters Moto Tours and Partners not be able to provide confirmed motorcycle a similar or better model will be provided to the client. In case of cheaper rental fee motorbike the Lessor will reimburse the Lessee for the difference in fees. RoadMasters Moto Tours and Partners also reserves the right to cancel the lease without cause. The Company will then repay the rent to the Tenant. This constitutes the maximum liability of RoadMasters Moto Tours and Partners.

# Booking, paying the rent

The final booking is made by paying the rent. A security deposit will be taken at pick-up (Authorization Only). Security deposit must be processed via valid credit card. We will not be able to hand over the engine without paying the rent and security deposit, the rest will be subject to cancellation policy.

## Using a rental motorbike

The rental motorbike can only be driven by a Tenant with an "A" category license. The engine may only be driven by a person who included in the lease contract. The Lessee is responsible for the contract, the condition, legal status or other circumstances of the rental motorbike for harmful consequences, for the resulting behaviour or action. Tenant is prohibited from driving the rental motorbike under the influence of alcohol or drugs.

#### Restrictions

Road Restriction: Rental street motorcycles are not allowed on unpaved roads, gravel roads, beaches, logging or other non-public roads.

# **General responsibility**

The Lessee shall bear all costs related to the intended use of the rental engine during the rental period (eg: fuel costs, tolls, parking fees, garage fees, fines, etc.) and shall be responsible for returning the motorcycle in its original condition.

### Insurance

The fee to be paid by the Lessee includes the compulsory liability insurance required by law in Hungary and the full CASCO insurance.

In the event of an accident involving a rental motorbike, police action, a police certificate of the accident, a duly completed accident report in European format, signed by all parties involved in the accident, are required in all cases. Failing this, the Tenant must reimburse the entire damage.

Compulsory liability insurance does not cover damage in the rental motorbike by the fault of the tenant. This case is covered by full CASCO insurance. CASCO insurance can be used in case of breakage and theft with a deductible of 10%, but at least HUF 100,000, i.e. one hundred thousand forints.

## Non-insured damages:

- Damages occurring during participation in vehicle sports events and / or corresponding practice runs
- Damages that happens on roads and routes not permitted for use by the relevant renter or not designed for use by vehicles
- If the driver was not in a position to drive the vehicle safely due to alcohol, drugs, medication or other intoxicating substances

#### Non-insured items:

- multi-functional devices (audio, video and/or telecommunication devices including accessories)
- navigation and similar traffic control systems,

### Please consider in case of a claim:

- immediately report a damage to the rental company
- damages caused by criminal act of third parties must be reported immediately to the next police station
- please avoid any kind of additional damage or costs
- please report the damage immediately at the latest after end of your journey to the insurer
- please allow and make possible any kind of examination of the damage by the insurer

## Rental motorbike failure

The Lessor assumes the repair costs of the rental engine, if they are incurred during the intended use (in accordance with the safety of operation and / or traffic). If the Lessee notices a defect, he is obliged to notify the Lessor by telephone immediately.

The Lessor shall not be liable for any damages incurred in the event of a failure of the rental motorbike. Lessor shall not be liable for any material or personal injury or damage caused by the Lessee's activities with the rental motorbike.

During the term of the rental agreement, the Lessor is not obliged to replace the damaged rental motorbike.

In order to ensure the operational safety of the rental motorbike, the Lessee is obliged to check the lighting equipment, the correct operation of the brakes and steering equipment, as well as the level of coolant, engine oil, brake fluid and clutch fluid before the daily use of the motorbike.

The Lessee shall be liable for full and unconditional damages in the event of failure to comply with the foregoing and damage to the engine, body, chassis, chassis, brake system and all other parts resulting from careless, improper use of the rental motorbike.

## Tenant's responsibility

The Lessee shall be liable for all legal, financial and other disadvantages and damages incurred on the rental motorbike during the rental period, including deficiencies in the rental motorbike for safe transportation.

Lessor shall charge the Lessee for all damages and additional costs caused by the Lessee (e.g.: expert opinion, transport costs, daily fees). The Lessor insists on his claim(s) for damages.

The Lessee is obliged to pay the fines and other compensation fees (parking ticket, speeding, etc.) imposed on the rental motorbike during the rental period. If a penalty is paid by the Lessee after the rental, through the Lessor, in addition to the fine, he must also pay the administration fee.

The Lessee is obliged to use the rental motorbike and its accessories with the utmost care and to take care of the rental motorbike and its documents.

The Lessee is fully liable if the rental motorbike was driven under the influence of alcohol or drugs and / or other intoxicants, and if the engine was not driven by a person specified in the contract.

## **Data protection**

The Lessor undertakes not to use the stored data obtained from the Lessee solely for the purpose of leasing cooperation or for its own sales and marketing purposes, and does not disclose them to third parties.

In the event that the Lessee does not return the vehicle within 24 hours after the expiration of the contract, or the data of the Lessee in the rental contract is not true, or in case of any other legal dispute, the Lessor is entitled to hand over the personal data to third parties.

The Lessee agrees that the Lessor shall provide the information related to the Rental Agreement and the Lessee's personal data to the authorities and other organizations involved in the collection of various fines and other surcharge obligations.

# Other provisions

After receiving the rental engine, the Lessee is obliged to turn to the Lessor with all complaints.

By signing the contract, the Lessee undertakes a unilateral obligation to cause damage to the rental motorbike or its accessories due to misuse, violation of this contract or the rental contract and rental conditions, or other damage, reimburses the amount of the damage in cash, within 8 days of the damage.

The Lessee is entitled to request the opinion of an independent forensic expert or an official brand service to determine the damage.

By signing the contract, the Lessee undertakes a unilateral and irrevocable obligation to pay the resulting surcharges in cash immediately (upon return of the rental engine) in the event of a breach of the rental conditions.

In connection with the determination of the obligation to pay the surcharge to be paid in case of violation of the Rental Conditions, in the event of a (legal) dispute between the contracting parties, the position of the Lessor shall always prevail, the Lessee must prove the contrary.

In the event of a dispute arising from this contract, the Central District Court of Pest shall have exclusive jurisdiction.

The provisions of the Civil Code shall apply to matters not regulated in the contract.

The terms and conditions above is a general set of terms and conditions, each partner's own conditions may differ slightly from this, what is described to the Lessee by the given partner before the lease. In the event of a dispute, the partner's own original Hungarian language conditions apply. We do not take responsibility for any mistakes or misunderstandings resulting from the translation.