



Natural High Terms and Conditions of Trade (Hire Bicycles)

This agreement is between SETS Limited T/A Natural High (referred to in this agreement as “Natural High” or “Us”) and you (referred to in this agreement as “You” or “Your”). It contains the full agreement between You and Us for the hire of a bicycle(s). It also applies when you hire from us associated equipment (e.g. bicycle accessories, bicycle trailer) either with or without also hiring a bicycle.

How to Book

1. To secure a confirmed bicycle hire please complete the booking form and send it to Natural High. Natural High will then check availability of your requested bike(s) and accessories and email a quote and payment instructions for you to make a deposit payment of 25% of the total hire cost. Full payment is required not less than 21 days before start of hire.
2. Natural High will contact you within 7 days of receiving your payment to confirm whether it accepts your booking. There is no obligation on Natural High to provide the hire sought until it has confirmed your booking.

How to Pay

3. Any prices quoted on our website are in New Zealand dollars and include Goods & Service Tax (GST). Payments may be made by Visa, Mastercard, Eftpos, Money Order or Cash. Payments made by Credit and Debit Card will incur a transaction fee.
4. Payment in full for hire is required not less than 21 days before the start date of hire.

Cancellations

5. If you wish to cancel your hire please notify Natural High in writing. Natural High will advise you it has received your cancellation which will take effect subject to the following:
 - a) Cancellation 90 days or more prior to the start of hire will forfeit 50% of the deposit paid.
 - b) Cancellation made between 90 days and 21 days prior to the start of hire will forfeit 100% loss of the deposit paid.
 - c) Cancellation made between 21 days and 5.00pm the day prior to the start of the hire will forfeit 50% of the full hire cost.
 - d) Cancellations made after 5.00pm the day prior to the start of the hire will forfeit 100% of the full hire cost.
 - e) Once your hire has commenced any requested amendments to your booking must be received in writing e.g. change in drop off location. Amendment requests are assessed on a case by case basis and there is no obligation on Natural High to grant your request. Any alterations to in progress bookings will always be subject to availability of bicycles and/or accessories and any additional charges e.g. relocation fees and/or administration fees.
6. Natural High may agree to you transferring the hire dates to alternative dates (hire to commence within 6 months of informing us of your cancellation), however it is under no obligation to do so. A transfer will always be subject to availability of appropriate bicycle(s) and/or accessories and an administration fee of \$25.
No cash refunds. Any refunds made will be less any transaction or bank transfer fees.

Terms of Hire

7. The bicycle will be available to be uplifted from 9.00am on the first date of the hire (or the time at which our local depot or branch the bicycle is being collected from opens).
8. The bicycle shall be returned by 5.00pm on the last day of the hire (or the time at which our local depot or branch the bicycle is being returned to closes whichever is the earlier). Any cycles returned after 5.00pm will be charged the daily hire rate per day (or part thereof) until the bicycle is returned. You shall also be liable for any loss suffered by us as a result of late return of the bicycle.
9. If you wish to hire the bicycle for longer than the initially agreed hire period you must make contact with Natural High at least 7 days before the end of the rental period to make appropriate arrangements. There is no obligation on Natural High to extend the period of rental. Extension will always be subject to availability of bicycles and/or accessories.
10. No refunds will be given for early returns or late pick-up of your bicycle.
11. Natural High will provide the bicycle to you in good working condition. You are required to return the bicycle to Natural High at the conclusion of hire in the same condition.
12. During the period of the hire you are responsible for any normal maintenance or minor repairs that could ordinarily be expected to occur as a result of usage of the bicycle. This includes but is not limited to, punctures; broken spokes; buckled wheels (caused by use); chain breakages; replacement of brake pads; replacement of gear/brake cables including adjustments, and replacement batteries for lights or computers (all replacement parts must be as original supplied), together with any other general, routine, servicing. Repairs and servicing other than basic maintenance must be authorized in advance by Natural High and completed by a nominated service agent. Receipts of work completed must be provided to Natural High for our servicing records.



13. You will be responsible for any damage or loss of the bicycle (including theft) while in your possession. This includes damage to or loss of any accessories to the bicycle (e.g. Pannier bags; pumps; locks; tyre levers, repair equipment and bicycle computers).
14. You agree that you will provide your credit card details to Natural High. In lieu of a credit card a cash bond will be required. You authorise us to charge you by debiting your credit card, for any costs incurred by Natural High in undertaking repairs or replacement of damaged, lost or stolen bicycles and any accessory equipment provided to you. This clause is subject to:
 - a) Those charges being reasonable;
 - b) Natural High providing you with advice of the charges to be made; and
 - c) Natural High providing to you copies of any invoices incurred by us for costs for which we are seeking reimbursement under this clause.
15. Any stolen items must be immediately reported to the New Zealand Police stating they are property of Natural High. The Police report details and reference number must be supplied directly to Natural High. Failure to do so will invalidate any Optional Bike insurance cover taken.
16. In order to limit your potential liability for repair or replacement of damaged lost or stolen bicycles you are strongly encouraged to purchase Natural High's Optional Bike Insurance for your hired bike for the period of your hire.
17. There is no obligation on Natural High to provide a replacement bicycle in the circumstances of damage, loss or theft. Replacement is on a best endeavours basis and is always subject to availability of an appropriate bike and/or accessories. No refunds will be given for lost hire days from damage, loss or theft of the bicycle. Any replacement bike relocation fees required will be at your cost.
18. Natural High is not liable for any damage caused to any vehicle by any bike rack or bikes, or vice versa. It is your responsibility to ensure the bike rack and bikes are fitted correctly at all times.

Hirer's Acknowledgement of Risk and Release from Liability

19. You acknowledge:
 - a) That there are inherent risks hiring and using bicycles not all of which can be mitigated by Natural High.
 - b) Those risks which include, but are not limited to, bad weather, poor road conditions, navigational difficulties, traffic accidents and/or medical events may cause you or others injury, loss or death, and may cause damage to yours or other person's property. You accept that such incidents may occur in remote places without adequate access to medical care or communication facilities.
20. You hereby, and to the maximum extent permitted by law release, discharge and indemnify Natural High and its officers, employees, agents and licensees from all legal liability from any and all claims whatsoever including for bodily injury, property damage, wrongful death any consequential loss or punitive damages, or otherwise which may rise out of you entering into this agreement, unless any such losses are caused by the wilful and gross negligence or criminal responsibility of Natural High and its employees.
21. This indemnity and release is subject to any rights you may have under the Consumers Guarantees Act 1993 of booking in New Zealand.
22. You agree that the laws of New Zealand will apply to this agreement.
23. You agree that this release applies to you, any family members, your legal assigns and your administrators and executors.
24. You confirm you are 18 years of age or older. You have fully read and understood these terms and conditions before signing them.

Relying on Own Judgement

25. In relation to your planned itinerary Natural High is not certifying or providing any advice either as to:
 - a) Your hired bicycle's suitability for the intended route or itinerary;
 - b) Your own level of fitness or physical health to undertake the route or itinerary; and
 - c) You confirm you have made your own enquiries as to the suitability of the route you intend to follow and rely entirely on your own judgement in relation to that.

Acknowledgement of Advice Received

26. You hereby acknowledge that you have received advice from us and discussed with us the following:
 - a) Natural High recommends that you obtain Natural High's Optional bike insurance to protect against the risk of loss or damage to the bicycle during the hire period.
 - b) The hired cycle being used in any organised race or timed event will invalidate the Optional Bike Insurance if you have purchased it unless optional **event insurance** cover has been purchased.
 - c) It is compulsory to wear a helmet when cycling in New Zealand by law.
 - d) It is extremely unlikely you will be able to seek legal redress in New Zealand for any physical injury, including temporary or permanent disablement suffered by you during the hire period.