



**MotoSAMOA**

# MotoSamoa Booking Receipt

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**Booking Date:**

**Booking Reference:** 1` WHERE 4676=4676 RLIKE (SELECT (CASE WHEN (5449=5449) THEN 1 ELSE 0x28 END))-- FrNx (Quote this in all correspondence with MotoSamoa)

**Contact Name:**

**Email Address:**

**Number of Vehicles & Type:**

**Insurance:**

**Pickup Date & Time:** AM

**Pickup Location:**

**Dropoff Date & Time:** AM

**Dropoff Location:**

**Number of Days Rental:**

**Samoa Driving Permits:** Not requested (Valid Permits must be viewed at rental Pickup)

**Total Rental Cost:** \$0.00 To be paid with Cash at Pickup

## MotoSamoa Terms and Conditions of Rental

**MotoSamoa** - The Company, Staff or Agents of MotoSamoa.

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**Demo** - The Company, Staff or Agents of Demo.

**Renter** - You, the person or persons taking out the rental agreement and any other parties, either nominated or otherwise, using the Vehicle during the rental agreement.

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**Renter** - You, the person or persons taking out the rental agreement and any other parties, either nominated or otherwise, using the Vehicle during the rental agreement.

**Vehicle** - The Scooter, Scooters, Motorcycle or Motorcycles to be provided to the Renter by MotoSamoa for the purpose of rental.

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**Agreement** - The contract made for the purpose of MotoSamoa providing a Vehicle or Vehicles for rental to the Renter and all associated Terms and Conditions as documented on the MotoSamoa Website, this document or by any document or means communicated between MotoSamoa and the Renter.

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**Agreement** - The contract made for the purpose of Demo providing a Vehicle or Vehicles for rental to the Renter and all associated Terms and Conditions as documented on the Demo Website, this document or by any document or means communicated between Demo and the Renter.

**Pickup** - The Nominated or Actual Date and Time when the Vehicle is to be collected by the Renter, whichever is the earlier.

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**Pickup** - The Nominated or Actual Date and Time when the Vehicle is to be collected by the Renter, whichever is the earlier.

**Dropoff** - The Nominated or Actual Date and Time when the Vehicle is to be returned by the Renter, whichever is the later.

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**Rental Period** - The period between the Pickup and Dropoff times. All rentals are calculated on a 24 hour basis from the Pickup time. MotoSamoa reserves the right to charge additional days rental for late returns unless otherwise arranged.

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**License** - A valid drivers license issued to the Renter in Samoa or other country.

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**Permit** - A Samoan Driving Permit, issued by the Samoan Land Transport Authority or authorised agents, valid for the Rental Period. The minimum driving age in Samoa is 17 years.

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**Booking** - The booking process consists of a number of steps to provide booking and personal details, check availability, confirm the booking and process payment. Successful completion of the MotoSamoa booking process, creates a Rental Agreement between the Renter and MotoSamoa for the rental of a specified number of Vehicles, for a specific period, with specified pickup and dropoff locations. A confirmation email and a PDF link will be automatically sent to the provided email address. Your Booking Confirmation will have a unique Booking Reference Number, which must be quoted in all future correspondence regarding the booking.

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**Changes To The Booking** - The booking can be changed at any time up until the nominated Rental Pickup time, subject to Vehicle availability. A WST\$50 surcharge applies to each booking change, payable before Pickup. Extension to the Booking after Pickup are allowed, subject to Vehicle availability. There are No Refunds for Early Dropoff.

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**Cancellation** - A cancellation fee of 50% of the Total Rental Charge will apply up until the nominated Rental Pickup time and 100% up until the nominated Rental Dropoff time.



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**Additional Charges** - Additional charges will apply to usage of consumables, late return, variances to pickup or dropoff locations, reparation for damage sustained during the rental, emergency attendance and any other costs directly attributable to the rental.

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**Termination** - The MotoSamoa Rental Agreement is considered terminated upon the return of the rental Vehicle and settlement of additional charges are finalised.

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**Payment** - If the Pickup and Dropoff Locations are the same MotoSamoa Office or Agent (Asaga, AquaSamoa or PureOcean), payment can be either Cash or CreditCard at the time of Pickup, otherwise it must be PrePaid at the time of booking by CreditCard.

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**Payment** - If the Pickup and Dropoff Locations are the same Demo Office or Agent (Asaga, AquaSamoa or PureOcean), payment can be either Cash or CreditCard at the time of Pickup, otherwise it must be PrePaid at the time of booking by CreditCard.

**Bond** - In the case of a Booking PrePaid by CreditCard, MotoSamoa may Pre-Authorize up to WST\$1000 as Bond, otherwise if Pickup and Dropoff Locations are the same MotoSamoa Office or Agent, MotoSamoa requires WST\$1000 Cash or to hold the Renters Passport as Bond, to be securely stored in a safe and returned at the termination of the Rental agreement. In the event of Accident Damage or Additional Charges, costs will be deducted from Cash or Credit Card Bonds and the remaining Bond will be returned at the termination of the Rental agreement after full and final settlement of any damages sustained.

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**Prerequisites** - All rentals must be paid in full in advance, have a valid Samoan Driving Permit, the rental document will detail any pre-existing damage to the Vehicle and must be signed by the Renter. MotoSamoa staff, or agents of MotoSamoa are not authorised to release Vehicles unless these prerequisites are met.

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**Proper Use** - MotoSamoa provides rental Vehicles for use only on the roads of Samoa, both sealed and unsealed. This does not include bush tracks or other off-road activities, not normally traversed by all classes of road going vehicles. Failure to adhere to Samoan Road Laws is considered improper use and protection provided under the Agreement will be void. MotoSamoa Vehicles have a maximum load capacity of 200Kg and are only legal to be ridden on Samoan roads with a maximum of one pillion passenger.

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**Renters Responsibility** - The Renter is responsible for the security and proper use of the Vehicles from Pickup till Dropoff. Any fines incurred or damaged sustained to the Vehicle or any property remains the sole liability of the Renter. The Renter is required to return the Vehicle to the nominated MotoSamoa outlet at the conclusion of the rental in good working order and with a full tank of petrol. MotoSamoa charges WST\$5 per litre or part thereof if the Vehicles are returned with less than a full tank. Where the Renter does not return the Vehicle to the agreed MotoSamoa outlet, the Renter is responsible for all recovery costs to be settled before conclusion of the Rental Agreement.

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**Indemnity** - The Renter indemnifies MotoSamoa against any loss of or damage to the Vehicle, however arising; liability for any death, injury or damage to any person or property arising directly or indirectly from the Vehicle or its use; and any loss or liability incurred by MotoSamoa resulting from possession, use or operation of the Vehicle by the Renter.

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**Insurance** - The MotoSamoa Insurance Options solely limit the damage to the Vehicle to an agreed maximum amount. MotoSamoa Insurance does not provide cover for Third Party injury or damages, nor does it provide any injury cover to the Renter, Driver or Passenger. Insurance cover may be void if it is found that the Vehicle has been subject to activity beyond that defined as Proper Use.

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**Damage** - MotoSamoa will seek reparations for all damage to the Vehicle sustained during the rental period. Many parts must be sourced from overseas and all Freight, Duty and VAGST will be included in the estimate for repairs. Damage includes all necessary repairs to Tyres, Wheels, Chassis, Bodywork, Suspension, Engine, Controls and all other parts of the Vehicle that detract from the presentation or operation of the Vehicle, but does not include general wear and tare of the Vehicles sustained through normal use or cleaning of the Vehicle. Where possible, a Dropoff inspection will be made by a MotoSamoa representative in the presence of the Renter and any new damage will be noted. The Renter will be notified in writing of any damage found. This inspection will form the basis for any reparations to be made. Where a Cash or Creditcard Bond has been made, the repair costs will be charged to or deducted from this bond. A schedule of common damage costs is available for inspection at the time of Pickup or Dropoff at the MotoSamoa workshop in Asaga.

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**Privacy** - MotoSamoa will not disclose any details of the rental to any party, except for basic contact details (Name, Address, Phone, Email, License) to Samoan Police or Immigration Authorities if formally requested. All Credit Card details are stored in a securely encrypted form, accessible only by senior MotoSamoa management and will be permanently deleted within 24 hours of the termination of the MotoSamoa Rental Agreement.

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**Force Majeure** - Consideration will be given to events outside the control of the Renter or MotoSamoa, notwithstanding the specific terms of the Agreement.

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**Jurisdiction** - MotoSamoa is a registered company in Samoa and along with this agreement, is subject to the Laws, Customs and decisions made by Samoan Authorities. All disputes will be settled in Samoa, by Samoan Authorities.

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