

Electric Cycle Company Limited

Electric bike hire agreement.

Terms and conditions.

Conditions of Hire for Equipment from the Electric Cycle Company.

By completing our Hire Agreement you agree to be bound by the following terms and conditions:

1. This contract comprises an agreement for hiring electric bicycles and accessories referred to in this contract as "bikes" as detailed on the form for the hire of the bikes and will be governed by Scottish law. The parties to the contract are:
 - I) The first person named is the "Hirer". The hirer is responsible for the other members of his party who may be minors who will be using the bikes and who are named on the invoice.
 - II) the company "Electric Cycle Company"
2. Electric Cycle Company reserves the right to refuse hire cycles to individuals and groups at its own discretion.
3. Electric Cycle Company reserves the right to immediately terminate hire and retain deposits should these conditions be broken.
4. Bicycles and equipment hired on a rental agreement remain the property of Electric Cycle Company and the hirer will not sell, hire out or otherwise part with possession thereof.
5. Vehicles and property left within our building and parking areas are left entirely at the owner's risk.
6. Hirers assume liability for any prosecution or insurance claim arising from their actions whilst in a period of hire.
 - 6.1 Hirers are aware that taking part in this activity involves certain inherent risks, including inclement, weather, rough conditions, navigational difficulties, collisions, hypothermia, illness and accidents in remote places, and might cause them or others injury or loss, or damage their or others property. Despite these risks the hirers wish to take part in the activity and accept sole responsibility for their own safety and for the above risks.
 - 6.2 They will not make claims against the Electric Cycle Company or its employees or agents in respect of taking part in the activity including for any injury or loss suffered by them or others, or any damage to any of their or others property regardless of how the injury, loss or damage occurs.
 - 6.3 The use of helmets is not a legal requirement but we recommend them. Helmets are available for hire from the Electric Cycle Company.
7. The hirer agrees that the Electric Cycle Company is not responsible for any damage expense or inconvenience caused by late arrival of transport, change of schedule, strikes, vehicle breakdown or events outside its control.
8. Late returns: The late return of a cycle to Electric Cycle Company will incur an additional charge payable by the hirer upon return for each bike that is late. Bikes hired out for the day and not returned within the agreed hire period as recorded on the invoice will be charged £10 for any period up to an hour and an extra days hire for all bikes over one hour late. Please bear in mind other people may be waiting for the bike that you are riding. If you know you have a problem and will not be back in time please call to inform us.
9. The bikes shall be returned to the Electric Cycle Company, 133 - 135 Granton Road, Edinburgh EH5 3NJ during normal business hours as stated on the invoice for the hire of the bike(s) at or prior to the date and time specified on the invoice unless alternative arrangements are made as stated on the invoice.
10. Hirers assume liability for all articles hired on completion of the hire agreement. All bikes when left unattended must be locked to a secure object or kept in a locked building. Always lock the bike if you leave it. Locks are available to hire from the Electric Cycle Company. Be aware that you are responsible for the bike and equipment and will be liable for any loss or damage to them.
11. A deposit of £50 is taken when hiring the bike and is refunded on return of the bike on time and undamaged. Please check your cycle for damage and scratches before you leave the Electric Cycle Company.
 - 11.1 Riding through sand and submerging motors from electric bikes can damage the motor and is so prohibited.
 - 11.2 The Electric Cycle Company reserves the right to retain all or part of the deposit should a bike be returned in a damaged or unreasonable condition. This does not apply in case of a fault with the bike which is considered to be the result of fair wear and tear.
 - 11.3 By signing this agreement the hirer consents to Electric Cycle Company charging any losses or damages to the hirer's credit or debit card.
12. All bikes are thoroughly checked and maintained before you hire. If you have any problems which are the result of mechanical failure and not negligence, we will of course repair your bike.
 - 12.1 However if you fail to look after your bike and through the hirers negligence a fault occurs then a fee will be deducted from your deposit.
 - 12.2 The Electric Cycle Company reserve the right to reclaim monies for damage beyond the cost of deposit. Furthermore we reserve the right to retain the hirer's property until all outstanding repair invoices are cleared and paid in full.
13. Please notify Electric Cycle Company immediately after any breakdown, loss and/ or damage to the hired bike.
14. The bikes must not be taken more than 25 miles from Electric Cycle Company unless previously arranged with Electric Cycle Company and stated on the invoice.
15. In the event of a breakdown Pedals Plus Power will provide a rescue service provided the hirer is within the limits and where there has been mechanical or electrical failure of the bike which has not been caused by misuse, and/or failure to charge the battery. In other cases the hirer will meet the costs of recovery charged by Electric Cycle Company as specified in the schedule of charges.
16. Should a mechanical or electrical fault arise which means the bike cannot be used the Electric Cycle Company should be contacted immediately. Where the fault cannot be promptly repaired, a replacement bike will be provided if available. If not a refund commensurate with the remaining part of the hire period will be made to the hirer so long as the fault has not arisen from misuse and/or from use not in accordance with these terms and conditions.
17. Payment is due when you receive your bike(s).
18. Two forms of identification are required before the hire can commence, with at least one showing your permanent residential address.
19. Advance bookings are paid in advance. This is non returnable if the booking is cancelled within three days of the hire date.

Staff signature:

Date:

Hirer's signature: