

TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the hire of bicycles and related equipment by <<insert company name>> [, trading as <<insert trading name if different from company name>>], a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- “Accidental Damage Waiver”** means a fee paid by You which covers any accidental damage to Bikes that would otherwise incur charges, as explained in Clause 10;
- “Bike”** means a bicycle supplied by Us and hired by You subject to these Terms and Conditions;
- “Business Day”** means, any day other than a Saturday, Sunday or bank holiday;
- “Calendar Day”** means any day of the year;
- “Contract”** means the contract for the hire of the Bike(s) by You from Us, as explained in Clause 3;
- “Hire Agreement Form”** means the form completed and signed by You specifying the details of Your Bike hire;
- “Hire Period”** means the period for which You will hire the Bike(s);
- “Month”** means a calendar month;
- “Price”** means the total price payable for the hire of the Bike(s);
- “Security Deposit”** means the sum payable under sub-Clause 7.4 to cover the non-return, loss, theft or non-accidental damage of the Bike(s);
- “We/Us/Our”** means <<insert company name>> [, trading as <<insert trading name if different from company name>>], a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>; and
- “You”** means you, the hirer of the Bike(s).

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message,] fax or other means.
- 1.3 Each reference the singular number shall include the plural and vice versa where appropriate.

2. Information About Us

- 2.1 <<insert company name>> [, trading as <<insert trading name if different from company name>>,] is a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.
- 2.2 [Our VAT number is <<insert VAT number>>.]
- 2.3 [We are regulated by <<insert name(s) of regulator(s)>>.]
- 2.4 [We are a member of <<insert name(s) of association(s) etc.>>.]
- 2.5 [<<Insert further information as required>>.]

3. The Contract

- 3.1 These Terms and Conditions govern the hire of Bikes from Us and will form the basis of the Contract between Us and You. Before completing the Hire Agreement Form, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your completed Hire Agreement Form constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and You will be created upon Our acceptance of Your signed Hire Agreement Form, indicated by Our signing the Hire Agreement Form, and Your payment of the Price.

4. Bikes

- 4.1 We use all reasonable endeavours to ensure that all Bikes are regularly maintained, safety checked, and/or replaced as necessary.
- 4.2 At the time of hire, We will advise You on the appropriate size and type of Bike. You are under no obligation to follow Our advice, but We will not bear any liability for any injury or damage that results from Our advice not being followed.
- 4.3 Bikes are supplied with suitable cycle helmets. We will not bear any liability for any injury or damage that results from Your failure to wear a cycle helmet.
- 4.4 [Bikes are supplied with a spares and repairs kit which includes <<insert description of contents>> [at no additional cost] **OR** [for an additional charge of £<<insert sum>>].]

OR

4.4 [Bikes are not supplied with repair kits.]

5. Your Responsibilities

5.1 You are responsible for the safe use of the Bike(s) and anyone else in Your party) use the Bike(s) safely and in accordance with the relevant provisions of the applicable law and <<insert any additional codes or rules>>]. You will, in particular, follow the relevant rules and <<insert any additional codes or rules>>].

5.2 You are responsible for ensuring that You and anyone else in Your party) are suitably physically fit to use the Bike(s) and to avoid injury.

5.3 When hiring the Bike(s), You acknowledge and accept, without limiting the generality of the foregoing, that cycling carries with it inherent risks including those posed by road traffic; other cyclists; loose, slippery surfaces; pedestrians; and animals. By hiring the Bike(s) from Us, You acknowledge and accept that You accept all risks associated with cycling and that Your liability will be limited according to Clause 12.

5.4 We do not provide any insurance for the duration of the Hire Period and it is therefore Your responsibility to ensure that You and anyone else in Your party) are covered by suitable insurance for the duration of the Hire Period.

6. Hire Period

6.1 The Hire Period shall be as stated on the Hire Agreement Form.

6.2 Unless it is expressly stated otherwise, the Hire Period begins at <<insert time, e.g. 10am>> and ends at <<insert time, e.g. 4:30pm>> on the same day for Hire Periods of one day and at <<insert time, e.g. 4:30pm>> on the final day of the Hire Period for Hire Periods of more than one day.

6.3 You may extend the Hire Period by notifying Us <<insert preferred methods, e.g. by telephone, in writing>> and any extended Hire Periods shall be charged at <<insert rate, e.g. hourly, daily etc.>> rate] OR [<<insert rate, e.g. hourly, daily etc.>> rate] OR [<<insert percentage, e.g. hourly, daily etc.>> rate].

7. Fees and Payment

7.1 The Price for the Hire of the Bike(s) shall be as stated in Our <<insert document, e.g. price list>> current at the time of the Hire Period.

7.2 We may, from time to time, offer special prices, discounts and other promotional offers. Such offers will be valid only for the period advertised.

7.3 The balance of the Price for the Hire of the Bike(s) (including any applicable tax) should be made when You collect the Bike(s) at the start of the Hire Period.

7.4 A Security Deposit shall be required when You collect the Bike(s) and should be paid by credit or debit card at the start of the Hire Period. We will not release any Bike(s) until the Security Deposit has been paid in full. The Security Deposit will be released at the end of the Hire Period. We will not release any Bike(s) until the Security Deposit has been paid in full. The Security Deposit will be released at the end of the Hire Period. We will not release any Bike(s) until the Security Deposit has been paid in full. The Security Deposit will be released at the end of the Hire Period.

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Security Deposit will be returned, lost, stolen or damaged by Accidental Damage

or in part if any Bike(s) is/are not returned in any way that falls outside of the

7.5 All Prices include Value Added Tax (VAT) at the rate of 20%.

e>>%.

8. Cancellation of Advance Payment

8.1 If You make a booking and then cancel it before the start of the Hire Period:

You may cancel Your booking at any time before the start of the Hire Period. The following:

8.1.1 For Orders cancelled before the start of the Hire Period, the sums You have paid will be refunded in full.

<<insert period, e.g. 24 hours>> before the start of the Hire Period, there will be no charge and any sums You have paid for the booking will be refunded in full.

8.1.2 For Orders cancelled after the start of the Hire Period, a cancellation fee of £<<insert sum>> will be charged to other customers for the booking.

<<insert period, e.g. 24 hours>> before the start of the Hire Period, You will be required to pay a cancellation fee of £<<insert sum>> (representing our lost opportunity to rent the Bike(s) to other customers) for the booking (in addition to any sums You have already made any payments to Us for the booking).

8.2 We may, at Our sole discretion, waive any of the charges detailed above if Your cancellation is due to exceptional circumstances.

We may, at Our sole discretion, waive any of the charges detailed above if Your cancellation is due to exceptional circumstances.

9. Collection, Hire and Return

9.1 The Hire Period begins at 10am on the date stated in the Hire Agreement Form.

>> 10am>> on the date stated in the Hire Agreement Form.

9.2 You should check the Bike(s) at collection for any missing or damaged parts immediately, before the start of the Hire Period. If you discover any missing or damaged parts or damage to the Bike(s), you should inform Us immediately. We will replace missing parts or damage to the Bike(s) if necessary. You will receive a full refund of the Hire Period if the Bike(s) are not fit for safe use.

at collection. If there are any parts missing or damaged to the Bike(s), You should inform Us immediately. We will use all reasonable endeavours to replace missing parts or damage to the Bike(s) if necessary. If We are unable to replace missing parts or damage to the Bike(s) or if the Bike(s) are not fit for safe use, You will receive a full refund of the Hire Period paid to Us.

9.3 We are required to provide You with goods that are of satisfactory quality. If You discover any damage to the Bike(s) during the Hire Period, please inform Us immediately. We will use all reasonable endeavours to replace the damaged or faulty parts of the Bike(s) if necessary. If We are unable to replace the damaged or faulty parts of the Bike(s) (if the replaced or repaired parts are damaged or faulty), We will offer you a refund equal to the Hire Period due to You will be refunded within 14 calendar days of the date of a refund. Refunds will be made using the same payment method originally used by You unless otherwise agreed.

consumers with goods that are of satisfactory quality in accordance with descriptions, samples, models and information provided by Us. If You discover any damage to the Bike(s) during the Hire Period, please inform Us as soon as reasonably possible. We will use all reasonable endeavours to replace the damaged or faulty parts of the Bike(s) if necessary. If We are unable to replace the damaged or faulty parts of the Bike(s), or if You would prefer to reject the Bike(s) (if the replaced or repaired parts are damaged or faulty), We will offer you a refund equal to the Hire Period due to You. Any refund will be made within 14 calendar days of the date of a refund. We agree that You are entitled to a refund using the same payment method originally used by You unless otherwise agreed.

9.4 The Hire Period ends at 5:30pm on the date stated in the Hire Agreement Form. Any late return will incur an excess charge of £<<insert sum>> per hour (this will include hours between 5:30pm and 10:00pm).

>> 5:30pm>> on the date stated in the Hire Agreement Form. Any late return will incur an excess charge of £<<insert sum>> per hour (this will include hours between <<insert time>> and opening time <<insert time>>).

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10. Accidental Damage Waiver

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11. Loss and Damage

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Accidental Damage

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11.4 Full details of all cha

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12. Our Liability

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12.2 [In any event, Our
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Us and You, that is, the total Price

12.3 Nothing in these Te
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eks to exclude or limit Our liability
negligence (including that of Our
or for fraud or fraudulent

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misrepresentation.

12.4 Nothing in these Terms and Conditions shall be construed to exclude or limit Our liability with respect to Your personal injury or death. For more information on your legal rights and on the remedies you may be entitled to if something goes wrong, please [contact your local Citizens Advice Bureau or Trading Standards Office].

Our liability for personal injury or death. For more information on your legal rights and on the remedies you may be entitled to if something goes wrong, please contact your local Citizens Advice Bureau or Trading Standards Office.

13. **Events Outside of Our Control**

We will not be liable for any failure or delay results from causes include, but are not limited to, strikes, lock-outs or other industrial disputes, fire, explosion, flood, storm or other natural events, acts of terrorism (threatened or actual), acts of war (declared or actual), epidemic or other public health events, or any other event that is beyond Our reasonable control.

forming Our obligations where that failure or delay results from causes include, but are not limited to, strikes, internet service provider failure, industrial disputes, parties, riots and other civil unrest, acts of terrorism (threatened or actual), acts of war (declared or actual), epidemic or other public health events, or any other event that is beyond Our reasonable control.

14. **Communication and Contact**

If You wish to contact Us with any queries, You may contact Us at [any of] Our store[s], by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert company name>>, <<insert address>>.

nts, You may contact Us in person at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert company name>>, <<insert address>>.

15. **Complaints and Feedback**

15.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to resolve any complaint, Your experience as a customer of Ours is a positive one. We would like to hear from You if You have any cause for complaint.

customers and, whilst We always use all reasonable endeavours to resolve any complaint, Your experience as a customer of Ours is a positive one. We would like to hear from You if You have any cause for complaint.

15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert website address>>.

with Our complaints handling policy and procedure, available at <<insert website address>>.

15.3 If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, the Contract, or the Bike(s), please contact Us in writing, by email, or by post, as follows:

of Your dealings with Us, including, but not limited to, the Contract, or the Bike(s), please contact Us in writing, by email, or by post, as follows:

15.3.1 [In writing, to the attention of <<insert name and/or position and/or department>>]

<<insert name and/or position and/or department>>]

15.3.2 [By email, to the attention of <<insert name and/or position and/or department>>]

<<insert name and/or position and/or department>>]

15.3.3 [Using Our complaint form;]

g the instructions included with the complaint form;]

15.3.4 [By contacting <<insert telephone number>> [and choosing option <<insert option number>>] when prompted.]

<<insert telephone number>> [and choosing option <<insert option number>>] when prompted.]

16. **How We Use Your Personal Information (Data Protection)**

16.1 All personal information that we collect from You will be collected, processed, and stored in accordance with our Data Protection Policy, available at <<insert website address>>.

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held in accordance with the EU Regulation 2016/679 General Data Protection Regulation. For more information on your rights under the GDPR.

EU Regulation 2016/679 General Data Protection Regulation. For more information on your rights under the GDPR.

16.2 For complete details on the processing, storage, and retention of personal data included in these Terms and Conditions, the purpose(s) for which personal data is used, the legal basis for using it, details of Your rights and how to exercise them, and data sharing (where applicable), please refer to Our Privacy Policy. <insert location>>.

For complete details on the processing, storage, and retention of personal data included in these Terms and Conditions, the purpose(s) for which personal data is used, the legal basis for using it, details of Your rights and how to exercise them, and data sharing (where applicable), please refer to Our Privacy Policy. <insert location>>.

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17. Other Important Terms

17.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and any other agreements applicable) to a third party (this may happen, for example, if we are acquired by another business). If this occurs You will be informed by Us in advance and Your obligations under these Terms and Conditions will not be affected and the third party who acquires these Terms will be transferred to the third party who acquires them.

We may transfer (assign) our obligations and rights under these Terms and Conditions (and any other agreements applicable) to a third party (this may happen, for example, if we are acquired by another business). If this occurs You will be informed by Us in advance and Your obligations under these Terms and Conditions will not be affected and the third party who acquires these Terms will be transferred to the third party who acquires them.

17.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and any other agreements applicable) without Our express written permission.

You may not transfer (assign) your obligations and rights under these Terms and Conditions (and any other agreements applicable) without Our express written permission.

17.3 The Contract is between You and Us. It is not intended to benefit any other person or third party. No person or party will be entitled to enforce any provision of these Terms and Conditions.

The Contract is between You and Us. It is not intended to benefit any other person or third party. No person or party will be entitled to enforce any provision of these Terms and Conditions.

17.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall nevertheless be severed from the remainder of these Terms and Conditions and the remaining provisions shall be valid and enforceable.

If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall nevertheless be severed from the remainder of these Terms and Conditions and the remaining provisions shall be valid and enforceable.

17.5 No failure or delay by Us in exercising our rights and Conditions means that We will waive any subsequent rights or conditions.

No failure or delay by Us in exercising our rights and Conditions means that We will waive any subsequent rights or conditions.

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18. Governing Law and Jurisdiction

18.1 These Terms and Conditions shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

These Terms and Conditions shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

18.2 As a consumer, you are entitled to the mandatory provisions of the law in your country of residence. Clause 18.1 above takes away or restricts those provisions.

As a consumer, you are entitled to the mandatory provisions of the law in your country of residence. Clause 18.1 above takes away or restricts those provisions.

18.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or not), shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or not), shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

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