

TERMS AND CONDITIONS

This Membership Agreement is between Hook Norton Low Carbon Ltd and the Member.

By accepting the terms and conditions of this Agreement and by using the Hook Norton eBikes scheme you unreservedly accept and agree to comply with the terms and conditions detailed below, and as may be amended from time to time by Hook Norton Low Carbon Ltd.



1. Basic Terms

- 1.1. A Member may only use the Hook Norton Low Carbon (HNLC) eBike scheme in accordance with the terms of this Agreement.
- 1.2. HNLC remains the owner of any item it provides or puts at the Member's disposal during the term of this Agreement, including specifically and without limitation, all HNLC eBikes and cycling accessories including but not limited to the helmets, pannier, lights, bike batteries and security locks. The Member's use of and rights in relation to any eBike or other item provided by HNLC under this Agreement are limited to those rights of use stated in this Agreement.

2. Eligibility

- 2.1. Any Member hiring the eBikes must be a member of HNLC.
- 2.2. All eBike users must be at least 16 years of age.

3. Service Provision

- 3.1. HNLC will ensure, as far as is reasonably possible and in accordance with this Agreement, that the eBikes are provided in a roadworthy condition.
- 3.2. eBikes are made available to you from the designated location from the booked start time, and are accessed by a key which you can collect, alongside accessories and a bike battery, at your designated collection point.
- 3.3. In the event of any problems you should email eBikes@hn-lc.org.uk
- 3.4. eBikes can be booked via <http://www.supersaas.co.uk/schedule/eBikes/eBikes> using your allocated username and password.

4. Collection

- 4.1. Prior to leaving the designated collection point Members agree to inspect the eBike for any damage. If there is any damage please report this by email to eBikes@hn-lc.org.uk
- 4.2. Once you have gained access to an eBike you are responsible for it until it is returned and securely locked up in the designated collection point.

5. Return

- 5.1. The eBike must be returned by the agreed time to the collection point and securely stationed with the lock provided.
- 5.2. The eBike batteries must be re-attached to the chargers provided (this is indicated by green lights lighting up).
- 5.3. The keys must be returned to the key cabinet and the padlock key returned to the key safe.
- 5.4. Unless previously agreed with us, all bikes and accessories hired under this agreement must be returned within the specified hire period. Any booked period can be extended if there are no other bookings in place. The charge for late return of bikes is £5 per hour per bike. Further charges are subject to management discretion.

6. Safety and Security

- 6.1. As the hirer you are responsible for all riders in your party. You have inspected the bikes and accessories provided and agree that everything is in a satisfactory and safe condition and fit for purpose.
- 6.2. As the hirer you confirm that all riders of electric bikes are 16 years of age or over and recognise that it is against the law to use an electric bike below the age of 14 (Dept of Transport).
- 6.3. As the hirer, you understand that any cycling activity involves a certain element of risk. You are advised that any person using HNLC eBikes and accessories does so entirely at their own risk. HNLC will not be held responsible for injury to any members of your party or any other third party during the period of hire, or any loss or damage to personal property.

- 6.4. All eBike accessories remain the property of HNLC throughout the duration of the hire period. Helmets are available for every hire and we recommend that everyone wears a helmet. By signing this form, you and everyone in your party assume full responsibility for any accident, injury or death which should occur as a result of not wearing a helmet.
- 6.5. All bikes in your party will be ridden safely and responsibly at all times. The bikes will not be used for racing under any circumstances. The bikes will not be ridden on any route which is beyond the level of skill of any party member or on a route unsuitable for the hired bike.
- 6.6. As the hirer you are responsible for all bikes and accessories hired under this agreement and it is your responsibility to keep these items safe from damage, loss or theft, use them in a proper manner and not subject them to any misuse or unfair wear and tear.
- 6.7. When not being ridden, all bikes in your party will be locked to an immovable object through the frame and rear wheel, using the lock provided.
- 6.8. You will notify HNLC immediately (eBikes@hn-lc.org.uk) of any loss, damage or theft to the hired bikes or accessories however caused.
- 6.9. As the hirer you acknowledge that if the bikes and/or accessories are damaged or stolen during the hire period you will be responsible for all costs incurred.

7. Cycling Manner

- 7.1. As the hirer you agree that you and everyone in your party will cycle sensibly, with respect for others and the natural habitat.
- 7.2. You are all expected to follow the Highway Code in particular the "Rules for cyclists". On shared walkways pedestrians have priority at all times.
- 7.3. Anyone cycling in a discourteous or unsafe manner while in possession of HNLC eBikes will have the bikes and accessories reposessed without refund of hire charges.
- 7.4. HNLC eBikes are suitable for road and cycle paths only.
- 7.5. You or members of your party are not permitted to hire or use any bikes or accessories whilst under the influence of drink, drugs and / or solvents. Failure to comply will result in immediate confiscation of all bikes and accessories. Should this happen you will not be entitled to any refund or compensation and we shall be under no further obligation or liability to you.

8. Personal Health

- 8.1. As the hirer you declare that everyone in your party is in good health and that the eyesight of everyone in your party is up to the standard of a road driving test.
- 8.2. You declare that no-one in your party is suffering from any medical condition or disability which is likely to adversely affect the normal control of the bike.

9. Insurance

- 9.1. Personal liability insurance cover is included as part of the hire agreement.

HNLC RESERVES THE RIGHT NOT TO HIRE BIKES AND ACCESSORIES TO ANY INDIVIDUAL OR GROUP

This agreement is covered by English Law. In the event that any part of the agreement is for any reason unenforceable the remainder shall remain in full force and effect.

Agreement signed by..... (Name in Block Caps)

Signature.....

Date.....