

TERMS & CONDITIONS

SUMMARY OF CUSTOMER TERMS OF BOOKING

ON BOOKING A BICYCLE FROM EBIKE CORNWALL LIMITED, PLEASE NOTE:

PRE-BOOKING DOES NOT GUARANTEE THE AVAILABILITY OF A BICYCLE, YOU MAY BE OFFERED AN ALTERNATIVE OR REFUND.

YOU ARE ENTERING A RENTAL AGREEMENT WITH US ALONE. ANY THIRD PARTY WHICH INTRODUCED YOU TO US, LIKE A HOTEL, RESORT OR HOLIDAY COTTAGE IS NOT PART OF THIS AGREEMENT.

WE RESERVE THE RIGHT TO REFUSE TO RENT YOU BIKE, BASED ON THE SOLE JUDGEMENT OF OUR EMPLOYEES.

TO HIRE A BICYCLE YOU MUST:

BE OVER 18 YEARS OF AGE, AND PROVIDE A PROOF OF ID

PAY USING A CREDIT OR DEBIT CARD

RETURN THE BIKE AT THE TIME AGREED OR INCUR LATE RETURN CHARGES

USE THE LOCKS SUPPLIED TO SECURE THE BICYCLE

BE RESPONSIBLE FOR FOR DAMAGES AND THEFT

BE RESPONSIBLE FOR NAVIGATION AND THE SAFETY OF THE ROUTE YOUR CYCLE

TO RDE A BICYCLE YOU MUST:

WATCH YOUR VIDEO SAFETY BRIEFING IN FULL

BE AT LEAST 14 YEARS OF AGE

NOT BE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, PRESCRIBED OR OTHERWISE

ACCEPT SOLE RESPONSIBILITY FOR ASSESSING YOUR OWN FITNESS, AND HEALTH RISKS ASSOCIATED WITH CYCLING

ACCEPT THAT CYCLING IS UNDERTAKEN AT YOUR OWN RISK

OBEY THE HIGHWAY CODE, SPECIFICALLY RULES FOR CYCLISTS

AGREE THAT EBIKE CORNWALL LIMITED CANNOT BE HELD LIABLE FOR ANY LOSS OR INJURY CAUSED TO YOU OR THIRD PARTIES WHILST YOU ARE RENTING OUR BIKE(S).

FULL TERMS & CONDITIONS OR EQUIPMENT HIRE AGREEMENT

THE CONTRACT BETWEEN YOU 'THE CUSTOMER' AND US 'EBIKE CORNWALL LIMITED'

THIS EQUIPMENT HIRE AGREEMENT ("THE AGREEMENT") IS BETWEEN (1) YOU, THE CUSTOMER, ("THE CUSTOMER") AND (2) EBIKE CORNWALL LIMITED COMPANY REGISTRATION NO: 13013059, ("THE OWNER") AND IS FOR THE HIRE OF A ELECTRIC BICYCLE AND ACCESSORIES ("THE BICYCLE"). THIS CONTRACT IS FOR THE HIRE PERIOD YOU HAVE CHOSEN DURING THE BOOKING ON OUR WEBSITE, WWW.EBIKECORNWALL.COM. NO VARIATION TO THE CONDITIONS THAT FOLLOW SHALL BE BINDING UNLESS AGREED IN WRITING BETWEEN THE CUSTOMER AND THE OWNER.

1. BOOKING

ON BOOKING THE CUSTOMER AGREES:

TO PAY A PERCENTAGE OF THE FULL RENTAL PRICE, TO SECURE THE BOOKING. THIS IS NON-REFUNDABLE.

TO PAY THE FULL PRICE, UNLESS THE RENTAL IS CANCELLED IN WRITING, AT LEAST 48 HOURS BEFORE ITS START.

IN THE EVENT OF HEAVY RAIN, GALES OR TEMPERATURES UNDER 5 DEGREES THEY CAN POSTPONE THEIR BOOKING – AND

CARRY CREDIT TO A FUTURE BOOKING

BOOKING THE BICYCLE DOES NOT GUARANTEE ITS AVAILABILITY.

ANYONE WHO RIDES THE BICYCLE WILL BE AT LEAST 14 YEARS OF AGE, AND THOSE UNDER 18 YEARS OF AGE WILL BE

ACCOMPANIED BY A PARENT OR GUARDIAN

THE RENTAL PERIOD ENDS AT THE AGREED TIME, EVEN IF THE BICYCLE IS COLLECTED LATE.

THE OWNER'S PAYMENTS PROVIDER, STRIPE INC, WILL TEMPORARILY HOLD THE DETAILS OF THE PAYMENT CARD USED BY

THE CUSTOMER. IN THE EVENT OF LOSS, DAMAGE, OR LATE RETURN OF THE BICYCLE, THE OWNER SHALL BE ENTITLED TO CHARGE THE CUSTOMER (SEE DETAILS BELOW).

2. COLLECTION

BEFORE THE HIRE PERIOD, THE CUSTOMER AGREES:

TO PROVIDE PROOF OF ID, E.G. DRIVING LICENCE, PASSPORT, NATIONAL ID

TO LISTEN TO A BASIC SAFETY BRIEFING; TO FAMILIARISE THEMSELVES WITH THE USE OF THE BICYCLE, PARTICULARITY THE ELECTRIC ASSIST TECHNOLOGY, BATTERY CHARGE DISPLAY, POWER-MODES, BRAKES AND NAVIGATION APP.

TO COLLECT A HELMET, WHICH THEY ARE STRONGLY ADVISED TO WEAR AT ALL TIMES DURING THE HIRE.

TO SIGN THE WAIVER & RELEASE DOCUMENT (SEE APPENDIX).

THE OWNER, OR IT'S EMPLOYEES RESERVE THE RIGHT NOT TO HIRE EQUIPMENT TO THE CUSTOMER AT THEIR SOLE DISCRETION.

3. USE OF BIKE

DURING THE HIRE PERIOD, THE CUSTOMER AGREES:

TO NEVER SUBMERGE THE BICYCLE OR TAKE IT ONTO A BEACH.

THAT CYCLING ON PUBLIC HIGHWAYS AND CYCLE ROUTES CARRY RISKS THAT CANNOT BE MANAGED BY THE OWNER. THE



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ACTIVITY MAY RESULT IN SEVERE INJURY, INCLUDING BUT NOT LIMITED TO SPINAL OR HEAD INJURY.

TO FOLLOW ENGLISH LAW AND THE HIGHWAY CODE, SPECIFICALLY SECTIONS 59 TO 82 , AND TO DESIST FROM RACING OR TRICKS.

THAT THE BICYCLE HAS A NUMBER OF GPS TRACKERS -- THAT WILL BE FOR SECURITY AND THE IMPROVEMENT OF HIRE SERVICE

THE BICYCLE BATTERY AND MOTOR HAVE LIMITATIONS. IT IS THEIR RESPONSIBILITY TO UNDERSTAND THESE, ACT AND RETURN THE BICYCLE TO OWNER ACCORDINGLY.

THAT THEY SHALL NOT USE THE BICYCLE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

THAT THE REAR RACK AND PANNIER ARE INTENDED TO CARRY LIGHT GOODS ONLY.

IF ANY COMPONENT BECOMES DEFECTIVE, THE CUSTOMER WILL CONTACT THE OWNER WHO WILL ASSIST, EITHER TO ADVISE, MAKE A REPAIR OR PROVIDE ANOTHER BICYCLE AS SOON AS IS PRACTICAL.

4. RETURN

AT THE END OF THE RENTAL PERIOD, THE CUSTOMER AGREES:

TO RETURN THE BICYCLE BEFORE THE END OF THE HIRE PERIOD, ELSE PAY 25P PER.MINUTE, OR £15 P.HOUR, INCLUSIVE OF TAXES.

TO NOTIFY THE OWNER IF THEY WILL BE LATE.

TO NOTIFY THE OWNER OF ANY DAMAGE OR PROBLEMS WITH THE BICYCLE.

5. DAMAGE, THEFT OR LOSS

REGARDING DAMAGE, THEFT OR LOSS OF THE BICYCLE, THE CUSTOMER AGREES:

TO PAY 75% OF THE RRP OF THE BICYCLE, OR DAMAGED COMPONENTS AND THE MARKET-RATE FOR REPAIRS

IF THE BICYCLE IS RECOVERED FROM A THEFT, WE WILL REFUND, WITHIN 7 WORKING DAYS.

6. LIABILITIES

THE CUSTOMER, OR ANYBODY USING THE BICYCLE SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, IT'S EMPLOYEES AND COMPANY DIRECTORS, IN RESPECT OF:

DEATH OR INJURIES INCURRED WHEN USING THE BICYCLE, INCLUDING THOSE CAUSED BY BREAKDOWN, OR DEFECTS WITH THE BICYCLE

CLAIMS, LOSSES OR DAMAGES CAUSED TO THIRD PARTIES

LOSSES RELATED TO THE FAILURE TO COMPLETE YOUR HIRE PERIOD

DAMAGE TO PERSONAL EFFECTS OF THE CUSTOMER

INCURRED COSTS RELATED TO TRAVEL OR OTHER DELAYS, DUE TO THE BREAKDOWN OF THE BICYCLE, POOR WEATHER OR OTHER CAUSES.

7. OMISSIONS

ANY TYPOGRAPHICAL CLERICAL OR OTHER ERROR OR OMISSION IN ANY BOOKING CONFIRMATION OR OTHER DOCUMENTATION ISSUED BY THE OWNER SHALL BE SUBJECT TO CORRECTION WITHOUT ANY LIABILITY ON THE PART OF THE OWNER.

8. GOVERNING LAW AND JURISDICTION

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH ENGLISH LAW AND THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH.

9. PRIVACY, DATA PROTECTION & MARKETING

THE OWNER AGREES THAT IT SHALL COMPLY WITH THE PROVISIONS OF THE DATA PROTECTION ACT 1998 AND THE PRIVACY AND ELECTRONIC COMMUNICATIONS (EC DIRECTIVE) REGULATIONS 2003 IN RELATION TO DATA RECEIVED FROM THE CUSTOMER. THE CUSTOMER AGREES THE OWNER MAY PERSONAL DATA TO MARKET AND IMPROVE ITS SERVICES.

WAIVER AND RELEASE

IN CONSIDERATION OF EBIKE CORNWALL LIMITED RENTING ME/MY CHILD THIS BICYCLE, I SPECIFICALLY RELEASE AND FOREVER DISCHARGE EBIKE CORNWALL LIMITED AND ITS AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY OR CLAIMS FOR INJURY, ILLNESS, DEATH OR LOSS OF OR DAMAGE TO PROPERTY WHICH I/MY CHILD MAY SUFFER WHILE RENTING THIS EBIKE(S) AND PARTICIPATING IN BICYCLING.

THIS DISCHARGE SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, LIABILITY OR CLAIMS FOR INJURY, ILLNESS, DEATH OR DAMAGE CAUSED BY THE NEGLIGENCE OF EBIKE CORNWALL LIMITED OR ITS AFFILIATES, OFFICERS, AGENTS, OR EMPLOYEES. IT IS MY INTENT BY THE WAIVER AND RELEASE AGREEMENT TO RELEASE EBIKE CORNWALL LIMITED AND HOLD IT HARMLESS FROM ALL LIABILITY FOR ANY SUCH PROPERTY LOSS OR DAMAGE, PERSONAL INJURY OR LOSS OF LIFE, WHETHER CAUSED BY THE NEGLIGENCE OF EBIKE CORNWALL LIMITED OR WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY.

IN SIGNING THIS DOCUMENT, I FULLY REALISE THAT IF INJURY, ILLNESS, DEATH OR DAMAGE OCCURS TO ME/MY CHILD WHILE I AM ENGAGED IN RENTING THIS E-BICYCLE OR PARTICIPATING IN BICYCLING, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST EBIKE CORNWALL LIMITED OR ITS AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENCELY CAUSE MY INJURY/MY CHILD'S INJURY, ILLNESS, DEATH OR DAMAGE.

SIGNED



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