



Rental Terms and conditions

1. Booking

- a) Ebikes and equipment may only be hired from Eden-e-Motion* on completion of an Ebike hire booking form. The signatory of the booking form shall be designated as the hirer (you). A booking is made when you complete and submit a booking form together with payment of a deposit. Acceptance of the booking form by EEM (us) and payment by you constitutes a binding contract between us on these terms and conditions.
- b) You must provide proof of identity and residence (such as a driving license, credit or debit card or passport or a recent utility bill) when making a booking. (or collecting the bikes(s) if booked on line).
- c) If bookings are made by you, on behalf of other individuals you confirm you have the authority to make the booking on behalf of these individuals. By signing the booking form you accept responsibility for ensuring that all the members of your group comply with these terms and conditions.
- d) The hire period starts when the Ebikes and any equipment are collected by you and ends when the Ebikes and any equipment are returned to us on the terms of the booking form. In any event the hire period ends at the close of business of the shop (unless separate arrangements are agreed advance).
- e) We reserve the right not to fulfil or accept a booking for any reasonable reason. All bookings are subject to availability.

2. Your responsibilities

- a) You confirm that you: i. Are over 18; ii. Can ride a Ebike safely and able to control an Ebike; iii To the best of your knowledge have no pre-existing medical condition that may be adversely affected by the use of the Ebike.
- b) You will be offered a helmet and hi-vis vest that have been inspected for defects before the hire period started, unless you provide your own.
- c) We advise the wearing of helmets and vests. If you or your group refuse, you do so at your own risk.
- d) You accept that cycling on any surface, but especially on a public highway, cycle way or route carries its own risks and you are cycling at your own risk.
- e) You will assess weather conditions during the hire period and take the appropriate action at your own risk.
- f) Good cycling practice: i. You will ride your Ebike responsibly and will not undertake any manoeuvre beyond your skill or the capability of the Ebike. ii. You will make yourself familiar with and abide by any code of conduct on any Ebike ride. iii. You will not ride with dogs
- g) You must not ride under the influence of alcohol, strong medication or other drugs or fatigue.
- h) You will not permit anyone under 14 to use an Ebike.
- i) You will not hold us responsible for any loss, damage or injury death to persons or property with regard to the use of the Ebikes and equipment hired. You will indemnify us against any claim, interest, demand, or expense in respect of such damage.
- j) We advise you to have suitable insurance cover at all times during the hire period.
- k) You are responsible for all Ebikes and equipment hired and it is your responsibility to keep these items safe from damage, loss or theft, used in a proper manner and not misused. You will be responsible for any loss or damage to the Ebikes or equipment, however caused, and will be responsible for the reasonable costs of repair or replacement for any such loss, damage or theft.
- l) We will not be responsible for your failure to complete the hire period due to your lack of fitness, illness, or injury.

- m) We will not be responsible for your failure to complete the hire period due to a discharged battery, caused by excessive use of high power. The motor is an aid to peddling not a permanent substitute for it.
- n) You will not offer for sale, sell, dispose, lend or pledge or otherwise part with possession of the Ebikes and equipment.

3. Our responsibilities

- a) We will ensure that the Ebikes and equipment are safe and legal to use and cleaned if necessary.
- b) Hire bikes are fitted with puncture resistant tyres and self-sealing gel but we cannot guarantee one will not occur.
- c) Additionally, each group will be provided with a pump or gas canister for inflation.
- d) If a puncture does occur you may effect a repair so long as
- e) We will ensure that descriptions of our Ebikes are as accurate as possible.
- f) If requested, we will provide instruction and advice about how to use the Ebikes and equipment.
- g) Please note that Ebikes will only be hired to cyclists who are aged 18 years and over.
- h) We will provide helmets and hi-vis vests unless you have your own
- i) We will provide a lock

4. Fitting equipment

- a) No personal equipment may be fitted to the bike, which may adversely affect its safety or handling. Specifically child seats and (any) trailers are expressly forbidden. Luggage is available for hire on the booking form.
- b) The decision of our staff on the fitting of equipment is final.

5. Payment and prices

- a) In return for our arranging and fulfilling your hire in accordance with these terms and conditions, you will pay us at the time of booking, 50% of the total price for the hire of the Ebikes and equipment and the remainder at the start of the hire period.
- b) A deposit for each Ebike is required at the start of each hire period. This is usually £500 taken on a credit or Debit card.
- c) The deposit will be returned when Ebikes and equipment are returned undamaged to us. If you do not comply with this condition, we reserve the right to charge reasonable charges to you until such time as the Ebikes and equipment are returned to us as required by these terms and conditions. If any Ebikes and equipment are returned in a damaged condition, you are responsible for any costs incurred by us in replacing or repairing the Ebikes or equipment (whichever is the cheaper) to their condition at the start of the hire period
- d) The deposit may increase to the value of the Ebike (and any equipment) by credit or debit card payment or other security we treat as sufficient depending on our assessment of the risk and value of the Ebikes and equipment. Normal wear and tear is accepted.
- e) If any Ebikes and equipment are not returned to us within the agreed hire period (unless agreed otherwise in advance) you will be charged the following fee (to cover our reasonable additional costs):
 - I. Hire period of 4 hours: fee = full day rate .
 - II. Any return of Ebikes and equipment after the end of close of business: fee = twice the daily hire rate.
- f) In all cases, the deposit can be used as a deposit against the costs or charges referred to in these terms and conditions.



- g) You confirm that we may deduct the deposit and any additional charges arising from you failing to comply with these terms and conditions from any debit or credit card or other security provided at the start of the hire period.
- h) No refund will be paid for any unexpired part of the hire period.

6. Liability

- a) We only accept responsibility for death, personal injury or direct loss suffered by you which you can show was caused by our negligence.
- b) We will not be liable for any alleged loss or damage resulting from:
 - i. Your acts or omissions (including any persons in your group);
 - ii. The acts or omission of any third party not connected to us;
 - iii. An event which we could not have predicted or prevented, despite taking reasonable care;
 - iv. Indirect or consequential loss.
- c) We will not be liable to you if we are unable to fulfill a booking because of circumstances outside of our reasonable control.
- d) Except for death and personal injury, where there is no limit, our total liability to you under the contract with you shall be limited to the total cost of your booking.

7. General

- a) These terms and conditions constitute the entire agreement between us, superseding any previous agreement or understanding and may not be varied except in writing between us. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- b) No failure or delay by either of us in exercising any rights under these terms and conditions shall be treated or considered to be a waiver of those rights and no waiver of a breach shall be considered to be a waiver of a subsequent breach of the same (or any other) term or condition.
- c) We are committed to protecting customer data in accordance with the data protection act 1998. The information that you provide when making a booking will only be used in connection with your booking. We will store it securely and we will not share it with any third party unless required to do so by law. We will retain the records for 3 years in line with health and safety guidance regarding risk assessment and civil claims for injury, following which, the data will be securely shredded.
- d) If any of these terms and conditions are held by court to be invalid or unenforceable, the validity of any other of these terms and conditions shall not be affected.
- e) Except as expressly provided, nothing in these terms and conditions confers on any third party any benefit or right to enforce any of these terms and conditions pursuant to the contracts (rights of third parties) act 1999.
- f) These terms and conditions are governed by English law.

(*Eden-e-motion [EEM] is the trading name of Upeden Ltd. registered in England and Wales no. 8483368 vat registration no. 224907705)

8. Complaints

If you are not satisfied with any aspect of the service you receive, please let us know immediately so we can rectify your concerns.

9. Our contact details

Eden-e-Motion Unit 21 Hartley fold
Kirkby stephen Cumbria CA17 4HS
www.eden-e-motion.co.uk paul@eden-e-motion.co.uk
Mob: 07483 901529

