#### **Cockle Bay Terms and Conditions**

Please read this information carefully before booking.

#### **Proof of Identification**

Proof of identification for the lead hirer must be provided upon collection of the e-bikes. **There can be no exceptions.** The ID must take the form of photo ID (such as passport or driving licence) and proof of address. Cockle Bay E bikes reserves the right not to hire equipment to an individual.

## **Payment and Security Deposit**

As the hirer you are fully aware that you will be held financially liable for any loss, theft or damage to all bikes and accessories hired under this agreement (including damage due to excessive dirt/sand). Repairs or replacements will be charged at the full market value.

As the hirer you will be required to provide credit or debit card details as a security deposit when hiring from Cockle Bay E Bike Hire. These details will be kept securely during the hire period and will be destroyed upon return of the bikes and accessories in a satisfactory condition.

If the bikes and/or accessories are not returned or are not in a satisfactory condition Cockle Bay E Bike Hire reserves the right to charge the hirer's debit or credit card with the cost of replacement or repair.

#### Safety and Security

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. As the hirer you confirm that all riders of electric bikes are 14 years of age or over and recognise that it is against the law to use an electric bike below this age. Children under 16 years of age must be accompanied by an adult.

As the hirer, you understand that any cycling activity involves a certain element of risk, you are advised that any person using Cockle Bay E Bike Hire bikes and accessories does so entirely at their own risk. Cockle Bay E Bike Hire 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. Bikes will be hired with helmets, locks and panniers (Optional) all of which remain the property of Cockle Bay E Bikes throughout the duration of the hire period. Helmets are available for every hire and we recommend that everyone wears a helmet. By signing this hire agreement form, you and everyone in your party assume full responsibility for any accident, injury or death.

Cockle Bay eBikes does not provide a personal accident insurance policy.

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.

Over night bike hire. Bikes must be secured in a locked building.

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. All bikes in your party will be locked to an immovable object through the frame using the lock provided when not being ridden. You will notify Cockle Bay E Bike Hire immediately of any loss, damage or theft to the hired bikes or accessories however caused. 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 including loss of hire and this can be taken from your credit/debit card without the need for further authority.

## **Cycling Manner**

As the hirer you agree that you and everyone in your party will cycle sensibly, with respect for others and the natural habitat. You are all expected to follow the Highway Code in particular the "Rules for cyclists". On shared walkways and the seafront promenades, pedestrians have priority at all times. Cycling restrictions on the seafront should be observed at all times. Anyone cycling in a discourteous or unsafe manner while in possession of Cockle Bay E Bike Hire will have the bikes and accessories repossessed without refund of hire charges.

Bikes hired from Cockle Bay E Bike Hire are suitable for road and cycle paths only. The hirer agrees that they shall not be ridden off-road or taken onto any beach.

#### **Late Returns/Early Returns**

Unless previously agreed with us, all bikes and accessories hired under this agreement must be returned within the specified hire period. The charge for late return of bikes is £10 per half hour per bike. Further charges are subject to management discretion. No full or partial refunds will be given for early return of bikes or accessories.

No full or partial refunds will be given for cancellations or early return of bikes or accessories under any circumstances including adverse weather conditions.

### Insurance

Cockle Bay eBikes recommends that you have own public liability insurance in place as this is NOT supplied by Cockle Bay eBikes.

#### **Personal Health**

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. 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.

## **Nuisances**

Alcoholic Drinks, Drugs and Solvent Abuse - 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 with the above 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.

# COCKLE BAY E BIKE HIRE 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.

Name			
Address			
Email			
Contact number			
Signature			
Office Use			
Bikes			
Deposit			
Payment			
Condition			
Booking Ref			