

# **Health and Safety Disclaimer for Riders**

Thank you for your confirmed reservation. Please read the IMPORTANT INFORMATION BELOW regarding our terms and conditions. By hiring the EEZYBIKEs you agree to comply with the terms and conditions below. These Terms and Conditions are the standard terms for the hire of e-bikes and related equipment by EEZYBIKE Ltd, company number 13253593.

By agreeing to the terms and conditions you are also accepting the disclaimer (see below):

### **Definitions and Interpretation**

In these Terms and Conditions, the following expressions have the following meanings:

E-bike means an e-bike supplied by Us and hired by You subject to these Terms and Conditions. We/Us/Our means EEZYBIKE Ltd, company number 13253593. You means you, the hirer of the e-bike(s) and all members of your group.

# Your Responsibilities

You are responsible for ensuring that you, and anyone else in your group, use the e-bike(s) safely and correctly and that you will follow the Highway Code. You are responsible for ensuring that you, and anyone else in your group, are suitably physically fit to cycle without risk of injury. We strongly recommend that pregnant women do not take part. When hiring the e-bikes you are acknowledging that cycling carries with it significant potential risks including, but not limited to, those posed by road traffic; other cyclists; loose, slippery or uneven terrain; pedestrians; and animals.

You are agreeing not to operate the e-bike under the influence of alcohol, strong medication or other drugs. By continuing with the e-bike hire, You acknowledge to Us that You accept all risks associated with cycling. If for any reason we believe you, or any member of your group, cannot competently ride the e-bike, We reserve the right not to issue you with any cycling Equipment.

We recommend you take out temporary bike cover for public liability in regard to third party claim or injury/damage etc.

Companies such as (but not limited to) http://yellowjersey.com can assist.

#### Loss or Damage

You are responsible for managing the security of the e-bike(s) whilst under hire. You will be required to indemnify us for any loss or damage that might occur to the e-bike(s) and/or related equipment on hire. You will be required to pay all additional costs for loss or damage.



# **Security**

When left unattended the e-bikes must be secured with the lock provided to a fixed object.

### **E-Bikes and Helmets**

We use all reasonable endeavours to ensure that all e-bikes are regularly maintained, safety checked, and/or replaced as necessary to comply with the Health and Safety at Work Act 1974. At the time of hire, we will advise you on the operation of the e-bikes. It is illegal for anyone under the age of 14 to be in control of an e-bike. All persons between the age of 14 to 18 must be accompanied by an adult and that adult accepts full responsibility for the person/s aged between 14 to 18 and agrees to the Terms and conditions and the Disclaimer on their behalf. We strongly recommend that you wear a safety helmet whilst you are riding the e-bikes.

We will not bear any liability for any injury or damage that results from your failure to wear a helmet.

# **During the Hire**

You will either be sent a training video and ask you to confirm if you are happy and confident to proceed and take the bike as a self-collect. Immediately stop riding the e-bike if you are concerned in any way about its operation or if it develops a fault. Please call us immediately for advice on 07780458007.

Please note that the maximum payload for the E bike is 136Kg for a Radrunner. This includes, people, shopping etc. E-bikes must not be submerged in water or ridden on the beach. Cycling in the rain is fine but deep puddles and fjords must be avoided. If any of the working parts should become defective during use, you should STOP and call us for assistance on 07780458007.

### **Collections**

Collections can be made as per the booking system allows. Late collection may result in no bike hire.

#### Returns

Returns must be made as per hire period. A late return will be charged at an additional fee of £25 per hour per bike.

# **Payment**

Full payment is required on booking to confirm your reservation.



#### Cancellation

If you are unable to fulfil your booking, we will do our best to reschedule to an alternative date.

However, if you need to cancel, the following will apply:

- Bookings cancelled 72 hours or more prior to pickup 80% refund.
- Bookings cancelled less than 72 hours prior to pick up no refund.

### Bike Tracking and Location Monitoring

For the purposes of security, safety, and recovery, all bikes are equipped with GPS tracking devices. If a bike is lost, stolen, or damaged and rendered inoperable, the tracking system enables us to locate the bike promptly.

By agreeing to these terms and conditions, you acknowledge and consent to the use of tracking technology on all rented or used bikes.

### Disclaimer

- I am 18 years or older (or see section 12.)
- · I am accepting the disclaimer.
- I agree that I will undertake the bicycle hire in accordance with the terms and conditions and the instruction given to me by EEZYBIKE staff.
- I confirm that I will be encouraged to wear a safety helmet.
- I agree that the company will supply me with a good working order bike that I
  will test and check it. In the event of the bike breaking down I agree not to fix
  the bike myself, stop using it immediately and contact the company.
- I agree to use the lock provided and secure the bike to a fixed object when not in use.
- I acknowledge that I am competent and experienced to ride a bike safely.
- I acknowledge that I am responsible for my own safety whilst hiring the bike.
- I undertake that the bike will not be used improperly and that it will be returned to the company in the same condition as it was received.



- I agree to indemnify the company in respect of all loss, costs, claims, expenses and demands arising out of the use of the bike during the period of the hire, howsoever caused.
- In the event of an accident, death, loss or damage to personal effects, I acknowledge that the company will not be liable for any direct or indirect loss, damage, injury or death arising from the activity to both the rider or any passenger or any public.
- I certify that to the best of my knowledge I do not have a medical condition which might affect my ability to ride. (We recommend that pregnant women do not ride our e-bikes.)
- You must be 18 years old or over to rent, it is illegal for anyone under 14 years of age to be in control of an E-bike. If you are between 14-18 years old, you can rent an EEZYBIKE only if accompanied by an adult who accepts full responsibility for you and agrees to the T&C's and Disclaimer on your behalf.
- You MUST provide your own bike helmets on the day.
- You MUST return your bike at the time given on booking.
- By making this booking you are agreeing to our terms and conditions and accept the disclaimer.

Please contact Simon Cooper on askus@eezybike.co.uk about all bookings.