**Bicycle Rental Agreement**

This contract exists between Active Cycling Projects Ltd, Five Oak Green Road, Tonbridge, Kent TN12 6RJ, (ACP) and the person detailed below (User).

Full Name:

Address:

Postcode:

Tel:

Email:

This contract exists to define the terms and conditions of the rental, including the rental period and the responsibilities of User and that of Active Cycling Projects Ltd the Hirer during the period of loan. The rental is provided as part of the East Sussex Pedal Power Scheme.

1. **The Period of the Rental**

Start Date: End Date:

1. **User Responsibilities**
   1. Your Liability. You are responsible for any loss or damage arising from any act or default on your part, and also for any claims of injury to any third part or yourself in connection with the use of the bike and equipment provided during and as part of this rental agreement. The User will be liable for any loss or damage to the bike or other rented equipment, and agrees to pay to ACP amounts as specified in the schedule of charges for any such loss or damage, caused by negligence, misuse or accident,
   2. Security. The User accepts responsibility for the safe keeping and security of the bike during the period of the rental. The User will ensure that when left unattended that the bike is suitably and adequately secured with the lock provided to a fixed immoveable object. At night the User must take all reasonable steps to keep the bike in a secure place (eg. in a locked house, garage or shed). Any loss of the bike or accessories provided as part of the Loan must be reported to the ACP as soon as practicable, and in the event of any theft the Police notified and a crime reference number obtained.
   3. Safety. The User accepts responsibility for using the bike in a safe and sensible manner that complies with road safety guidance and the Highway Code. This includes obeying traffic signals and signs. The User agrees to ride within the limits of their competence or skill level. The User undertakes to use the bike for the purpose for which it was designed, and if using the bike on the road attend a cycle training session immediately after receiving the bike. This will be provided free of charge by East Sussex County Council Cycle Hubs.
   4. Bike Condition. The User accepts responsibility for maintaining the bike in a safe, clean and roadworthy condition. The User accepts that they will be responsible for any loss or damage caused as consequence of dangerous cycling, loss of control or negligence or misuse. Any issues or problems with the Bike must be reported to the Hirer as soon as practicable. Puncture repairs and weekly safety checks are the responsibility of the User.
   5. Usage. In line with the objectives of the East Sussex Pedal Power Scheme, the User undertakes to make use of the bike throughout the loan period and to try to adopt cycling as part of their lifestyle. The bike may not be used for hire or reward, competition, races or in an environmental for which it is not designed.
   6. Progress Reporting. It is mandatory condition of the rental that during the rental the User agrees to keep a record of their usage of the bike and their experiences. The User agrees to provide to ACP from time to time data and information on their bike usage and experiences. This may consist of completing paper, on-line, or telephone surveys as determined by ACP. Non- return or completion of these may result in the early termination of the rental.
   7. Commencement and Termination. At the commencement of the rental agreement the User accepts to attend in person an Induction Session at which they will be issued a bike and related accessories, together with advice on use of the bike during the rental period. The User also accepts to return the bike and related accessories in person at the specified date, time and location. If a User wishes to terminate the Loan early they can do so by contacting the ACP and arranging return of the bike at their cost.
   8. Use of Data. User’s data will be shared only with the East Sussex County Council for the purposes of communication relating to the rental and scheme evaluation. The User accepts to receive communications relating to the bike rental scheme, this may be in the form of email, phone, or letter.
   9. Ownership. The bike and any accessories provided remain the property of the Active Cycling Projects Ltd, and are rented exclusively to the User defined in this agreement only.
2. **Hirers Responsibility.**
   1. Liability. ACP accepts no responsibility for injury or loss sustained by the User whilst in possession or in use of the rental bike and accessories however caused.
   2. Supply of the Bike. The Hirer will undertake to supply a rental bike for the duration of the rental period. The bike will be suitable for the User based on their specified usage and needs from the registration form. All bikes will come with a lock and the option of a helmet and other accessories.
   3. Condition. The rental bike will have been safety checked prior to issue to the User. ACP will be responsible for fixing any faults with the bike encountered during the rental period, with the exception of punctures or flat tyres. Depending on availability a replacement bike may be provided if a bike is deemed un-useable.
   4. Loss of Bike or Accessories. Upon notification by the User of a Loss, ACP will endeavour to supply a replacement depending on availability. ACP reserves the right not to replace lost items until payment according to the schedule of charges has been made, or if ACP deem reasonable care has not been taken by the User which could have prevented the loss.
   5. Communication. ACP will provide a helpline and point of contact during the period of loan. This operates during normal business hours only.
   6. Privacy of information and personal details. Data obtained and collected by ACP as part of the East Sussex Pedal Power scheme will only be used by ACP and East Sussex County Council, and Brighton University as specified in paragraph 2.8 for communicating to the User, information relating to the scheme and for the purposes of assessing the success and viability of the scheme. User experiences may also be used to form case studies for the benefit of other participants of the loan scheme. The User’s details or data will not be passed to any other 3rd parties.
3. **Schedule of Charges.**

The User agrees to pay to ACP the following amounts in the event of loss or damage to the equipment rented through misuse or negligence. Cost of repair up to a limit of £250 for a pedal bike or £1000 for an E-bike.

Lost Key £10

Lost Lock £25

Lost Light £10 per light

Lost Helmet £15

Lost Pannier Bags £25

Bike returned in unclean condition £10

Bike Loaned: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Items Issued:

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**User ID Checked**

Proof of Address (Utility Bill or Bank Statement, Council Tax Bill).

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Photographic Proof of Identity (passport, driving license).

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Proof of Residence/ work or study in Borough

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I agree to the terms and conditions of this agreement, and accept the receipt of the above detailed items into my care. I confirm that I my level of skill is such that I can control and ride a bike safely and I understand that the wearing of a helmet whilst riding is strongly recommended. I declare that I do not have a medical condition that will be aggravated by the use of the bicycle. I am over 16yrs old.

Signed : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Office Use Only**

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| --- | --- | --- | --- |
| **Sort Code** |  | **Account Number** |  |
| **Start Date** |  | **No. of Payments** |  |
| **Total Payable** |  | **Monthly Payment** |  |