**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 (ACP) the Hirer during the period of loan. The rental is provided as part of the Forward Motion Bike Loan Scheme.

1. **The Period of the Rental**

The minimum rental period is 1 month, and this may be extended on a rolling monthly basis up to a maximum of period of 6 months by notifying ACP, and also paying appropriate rental charge in advance. The maximum rental period is;

Start Date: End Date:

1. **User Responsibilities**
   1. Your Liability. You are responsible and liable for any loss or damage arising from misuse or negligence 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. You agree to pay to ACP amounts as specified in the schedule of charges for any such loss or damage, caused by negligence or misuse.
   2. Security & Insurance. The bikes are insured against theft however, it is a condition of this insurance that you 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 you must, where possible, 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 rental must be reported to the ACP as soon as practicable, and in the event of any theft, the Police must be notified, and a crime reference number obtained. Failure to lock the bike with the locks provided will result in you being liable for the replacement cost of the bike.
   3. Safety. You accept 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. You agree to ride within the limits of your competence or skill level. You undertake to use the bike for the purpose for which it was designed, and not perform stunts, tricks on the bike. You will consider attending a cycle training session which will be provided by Forward Motion partners.
   4. Bike Condition. The bike will be supplied to you will have been checked to ensure it is good and safe condition. You accept responsibility for undertaking basic safety checks and for reporting any issues or problems with the bike to the ACP as soon as practicable for remedy. Puncture repairs are the responsibility of the User. At the end of the rental the bike must be returned in clean condition or a cleaning charge will apply.
   5. Usage. In line with the objectives of the Forward Motion programme, you undertake to make use of the bike throughout the loan period and to try to adopt cycling as part of your 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 you agree to provide to ACP from time to time data and information on your bike usage and experiences. This may consist of completing paper, on-line, or telephone surveys as determined by ACP.
   7. Commencement and Termination. At the commencement of the rental agreement the you accept to attend in person an appointment at which you 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 agreed date, time and location. If you wish to terminate the Loan early, you can do so by contacting the ACP.
   8. Use of Data. Your personal data collected and stored in accordance with GDPR regulations. This data will be shared only with the Forward Motion partners for the purposes of communication with you matters relating to the rental and scheme evaluation. You accept to receive communications relating to the bike rental scheme, this may be in the form of email, phone, or letter. You agree and accept that your anonymised data may be used to help produce reports about the scheme for general circulation.
   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. Upon inspection a replacement bike may be provided if the bike is deemed un-useable or cannot be immediately repaired. This may not be identical to the bike rented.
   4. Loss of Bike or Accessories. Upon notification by the User of a Loss, ACP will supply a replacement. 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. The number is 01892 320270.
   6. Privacy of information and use of personal data. Data obtained and collected by ACP as part of the Forward Motion scheme will only be used by ACP, and Forward Motion partners, 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 personal details or data will not be passed to any other 3rd parties and will be managed in accordance the GDPR regulation.
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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**User ID Checked**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Photographic Proof of Identity (passport, driving license).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proof of Residence/ work or study in Borough

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**

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