



Hire Number:

Customer Name:

Home Address:

Contact Number:

Start Date:

End Date:

RENTAL AGREEMENT

Public Liability insurance policy will not cover an instance of damage or injury to a third party (including the hirer) unless it can be proved that Mallaig E-Bike Hire have been negligent in some way (e.g. failure to maintain the bike which was shown to be the direct cause of the damage or injury). All riders are responsible for their own actions whilst using the bike and for any incident, which causes damage or injury to, a third party where the rider has been personally negligent, you remain liable for any damage to, or theft of the bike and all accessories.

You are required to allow us to take photo copies of your passport or photo-ID driving licence and credit card in lieu of a deposit.

By signing these terms I accept my card details will be held in a safe until the end of my hire where upon they will be return or destroyed in my presence.

Financial Assurance

Customer agrees to provide Mallaig E-Bikes with credit card details for precautionary use:

I authorise Mallaig E-Bikes (or) Rental Agent to charge the credit card submitted for all eventual costs in case of damages to the e-Bike(s) during my rental period, comprehensive of labour, except in the case that I can demonstrate other's faults with evidence and all necessary information for reimbursement. In case of theft, I will be responsible for reimbursing Mallaig E-Bikes (or) Rental Agent for the original price of the e-Bike(s), plus the cost of any accessories that were provided at the time of the bike rental.

Please note, we are not responsible for the recovery of the bicycle in the event of an unplanned event which is outside of our control, namely:

1. Rider capability – the rider is not capable of riding a bicycle effectively.
2. Ride schedule – the rider is not meeting their schedule and needs to abort the trip and not return the bike to base.
3. Battery discharge – route planning and preparedness leaving the rider without electrical power.
4. Fatigue – the rider is not in condition to ride a bicycle effectively.
5. Accident – where an accident prevents further travel.

If the bike fails because of technical malfunction, we will arrange for repair or repatriation of the bike and associated rider. If required we can assist with repatriation at the hirers cost.

Rental Agreement and Policies

I hereby acknowledge and agree to the following rental agreement terms and conditions:

1. All clients hiring electric bikes are expected to be able to cycle safely on public roads and be able to follow the Highway Code in particular the Extra Rules for Cyclists.
2. Bikes fitted with a GPS unit must not be removed or tampered with.
3. Instruction will be provided in the use of the bike including the particularity of the electric assist technology, battery charging etc.
4. Bikes are rented with battery charger, on rentals of more than 1 day, but not spare batteries. It is the responsibility of the customer to ensure that they understand the limitations of the bike, range display and travel within the relevant range. Customers envisaging journeys requiring the logistics of battery replenishment should discuss this with Mallaig E-Bikes and agree an appropriate plan.
5. It is the responsibility of the customer to resolve issues through their own resources while the bike is under their possession. Mallaig E-Bikes will aid where possible.

6. Under 18's must be accompanied by an adult at all times.
7. Helmets are included in the rental. The use of helmets on adults is not a legal requirement but we recommend them. All young persons (aged 17 or younger) MUST wear a cycle helmet as a condition of hire, and will only be issued with equipment when accompanied by a parent or guardian.
8. This Agreement is covered by English Law. In the event that part of this Agreement is for any reason unenforceable the remainder shall remain in full force and effect.
9. E-Bikes are maintained in a roadworthy condition; however, it is the responsibility of the customer to check the bike before setting out on any ride.
10. Customer accepts use of the equipment as is and accepts full responsibility for care of the equipment while under his/her possession.
11. The client must not misuse the equipment and accessories and return everything in the same condition as received. If misused, Mallaig E-Bike Hire will be entitled to charge the client for any damages caused during the period of use.
12. To prevent theft, all our electric bikes come with a gold standard secure lock which should be used every time you leave your bike unattended. The electric bike should be locked against an object that does not allow the bike to be lifted over or off the fixture.
13. Customer agrees to return the bike in clean, undamaged condition to avoid any additional charges for repair, maintenance or replacement.
14. Bikes should be returned clean of mud and debris – normal road grime is accepted. Any bike not returned clean may attract a cleaning fee.
15. Undamaged condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes. Damaged parts or components will be repaired/replaced at the shop's discretion and customer agrees to pay regular shop rates and retail prices for components replaced.
16. Hourly and Daily rentals are due back 30 minutes before closing time of the business premises. Late returns are subject to fees. Bikes not returned will result in a full charge at current RRP for its replacement.
17. Mallaig E-Bikes is not responsible for the recovery of the bike in the possession of the customer. This may be performed but it is at the discretion and terms laid out by the company.

Insurance

We recommend that you take out adequate insurance including medical cover, personal accident, loss of belongings and cancellations cover. We cannot be held responsible for your own illness, injury or loss/damage of your belongings while using our electric bikes.

Customer Cancellations

If pre-booked you must inform us in writing or by email if you wish to cancel your electric bike hire. If cancellation is more than 1 week before the start date, a full refund will be given. If within 1 week, a 50% refund will then be given unless the bikes can be re-hired in which case a full refund will be given.

Changes and cancellations made by us.

We will endeavour to ensure that hiring of equipment occurs as scheduled. However, we reserve the right to cancel, amend or alter your hire period date at any time. Where this is necessary, you will be offered an alternative hire date or a full refund on your booking. Unfortunately we cannot compensate you for the cost of travel or accommodation you may have arranged in connection with your hire.

Mallaig E-Bikes Assumption of Risk

Waiver and Release Agreement Assumption of Risk:

I understand and accept that renting this e-Bike and participating in bicycling exposes me/my child to many hazards that may entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I/my child should be in good physical health to participate in bicycling, and I confirm that I/my child have no significant health issues that prevent me/my child from participating in bicycling. I/my child have no medical conditions, nor have I/my child been diagnosed with a condition that prevents me from bicycling. In spite of the aforementioned risks and acknowledgements, I hereby assume all risk of injury or loss of life to myself/my child and loss or damage to property arising

out of renting this e-Bike and participating in bicycling. I understand the inherent risk involved in using this rental bicycling equipment and accept full responsibility for any and all such damage or injury, which may result.

Waiver and Release

In consideration of Mallaig E-Bikes renting me/my child this bicycle, I specifically release and forever discharge Ride Electric and its affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I/my child may suffer while renting this e- Bike and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Mallaig E-Bikes or its affiliates, officers, agents, or employees.

It is my intent by the Waiver and Release Agreement to release Mallaig E-Bikes and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Mallaig E-Bikes or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognise that if injury, illness, death or damage occurs to me/my child while I am engaged in renting this e-Bike or participating in bicycling, I will have no right to make a claim or file a lawsuit against Mallaig E-Bikes or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury/my child's injury, illness, death or damage.

I realise the importance of wearing a helmet. A helmet must be worn at all times. I understand that this activity may result in severe injury, including but not limited to spinal or head injury. I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions. Mallaig E-Bikes has answered any questions I have had.

I also understand that I should not and may not participate in this activity if I am under the **influence of alcohol or drugs.**

By confirming for a minor, I am agreeing that I am their parent or legal guardian and am releasing Mallaig E-Bikes from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this agreement for use of bicycle and release and waiver of liability.

	Date	Time	Battery	Bike Lock	Helmet	Child Seat	Panniers	Front Light	Rear Light
Date Back									
Date Out									

Furthermore, I agree to the terms of the Mallaig E-Bikes bicycle rental agreement above.

I (Customer) have carefully read this agreement in its entirety and understand its content. I am aware this is an assumption of risk, waiver and release of liability and I sign it voluntarily.

Signed:

Date:

