



Short Term Bike Hire Agreement (Not regulated under the Consumer Credit Act 1974)

HIRE CONFIRMATION FORM

This Hire Confirmation Form, together with the attached terms and conditions and Parts Checklist (together referred to as the "**Terms**") is a hire agreement made between us, the University Court of the University of Edinburgh, incorporated under the Universities (Scotland) Acts, a Scottish registered Charity (Charity No. SC005336) and having its principal administrative office at Old College, South Bridge, Edinburgh, EH8 9YL ("**Us**", "**We**" or "**Our**") and you ("**You**" or "**Your**") the person named below.

The Terms set out the terms upon which We will hire the bicycle set out below (including lights and lock) (together referred to as the "**Bike**") to You.

If You have any questions or need any further information, including in relation to any cycle safety training, please contact Us. You can contact Us by phone at **0131 651 4288** or by email at **transport@ed.ac.uk**.

YOUR SAFETY

We will ensure that the Bike is in a safe and road-worthy condition when We provide it to You.

However, it is important that You ensure the Bike is safe and roadworthy each time before You use it, and You agree to maintain the Bike (including brake pads, tyres and inner tubes) at Your own cost.

You accept that cycling on a public road carries its own risks and You have hired the Bike on this basis. You also agree to comply with all relevant road safety rules when using the Bike.

We strongly recommend You consider cycle safety training prior to riding the Bike on public roads, and wear a helmet when riding.

YOUR DETAILS

Full Name:	
Home Address:	
Semester-time Address:	
Mobile Phone Number:	
Email Address:	
Student ID Number:	
School / Department:	
Year of Study: (Please state if Postgrad)	
Please tick here if you do not wish Us to use these details to contact You about similar products or services We provide:	

THE BIKE

Under these Terms the Bike does **not** become Your property and You must **not** sell the Bike.

Model:	Ridgeback Speed
Bike Number:	
Bike Lock:	Master Lock D Lock

THE BIKE HIRE

Collection Point:	
Please return the Bike to this Return Point on (or before) the Hire End Date:	
Hire Start Date:	
Hire End Date:	
Duration of Hire:	Up to 3 months

PAYMENTS

Advance Payment (Deposit)	£50.00 (fifty pounds sterling)
Hire Charge	

This Advance Payment (Deposit) will be refunded to You upon return of the Bike in accordance with paragraph 4 of the Terms.

EXISTING DAMAGE

Please indicate below any marks/scratches/damage etc. to demonstrate condition of the Bike at point of hire:

Please note: regardless of any marks/scratches/damage shown below, you agree that the Bike has been provided to you in good and roadworthy condition.



IMPORTANT: PLEASE READ THE FOLLOWING INFORMATION AND THE ATTACHED TERMS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS AND TO CONFIRM YOUR AGREEMENT

This is a short term hire agreement NOT regulated by the Consumer Credit Act 1974 and You will not have the protections afforded under that Act.

You should sign this short term hire agreement only if You want to be legally bound by these Terms (being this Hire Confirmation Form and the attached terms and conditions, including the Parts Checklist).

Your Signature:

.....

Full Name:

Date of Signing:

Signature for and on behalf of the University Court of the University of Edinburgh:

.....

Full Name:

Date of Signing:

SHORT TERM BIKE HIRE TERMS AND CONDITIONS

These are the terms and conditions which, together with the attached Hire Confirmation Form and Parts Checklist, forms the short term hire agreement under which We will hire the Bike to You.

PLEASE NOTE IN PARTICULAR PARAGRAPH 6 BELOW, WHICH SETS OUT OUR LIABILITY TO YOU, AND PARAGRAPH 5, WHICH SETS OUT YOUR LIABILITY FOR LOSS OF OR DAMAGE TO THE BIKE.

1. THE BIKE HIRE

We are hiring to You, and You are taking on the hire of the Bike set out in the attached Hire Confirmation Form for the period of hire set out in the Hire Confirmation Form (the "**Hire Period**").

2. TAKING CARE OF THE BIKE

2.1 You agree that:

- 2.1.1 You will not damage or tamper with the Bike;
- 2.1.2 You will keep the Bike in Your possession;
- 2.1.3 You will not allow anyone else to use the Bike;
- 2.1.4 You will ensure the Bike is safe and roadworthy each time before You use it, and maintain the Bike (including brake pads, tyres and inner tubes) at Your own cost;
- 2.1.5 You will ensure the Bike is kept in a locked building or is securely locked to a permanent structure when unattended using the Master Lock D Lock provided by Us;
- 2.1.6 You will not use the Bike for (1) racing; (2) pace making; (3) time trials; or (4) speed testing;
- 2.1.7 You will allow Us any access We reasonably require to the Bike for the purpose of inspecting, maintaining/repairing or removing it;
- 2.1.8 You will not sell or otherwise dispose of the Bike and will not allow it to be seized in connection with any debts You owe, or as part of any other legal process; and
- 2.1.9 You will return the Bike to Us on or before the end of the Hire Period set out in the Hire Confirmation Form.

3. HIRE CHARGES AND THE REFUNDABLE ADVANCE PAYMENT (DEPOSIT)

- 3.1 The price of the hire of the Bike will be the hire charge set out in the Hire Confirmation Form (the "**Hire Charge**"). Our Hire Charges may change at any time for future hires, but this will not affect the Hire Charge agreed under these Terms.
- 3.2 You must pay any Hire Charge and the refundable Advance Payment (Deposit) to Us in full by debit or credit card (VISA, Mastercard, American Express) via Our online payment mechanism 'ePay', before We will provide You with the Bike.
- 3.3 The Hire Charge and the Advance Payment (Deposit) include VAT.

4. RETURNING THE BIKE

- 4.1 All Bikes (including the lights and lock provided to You) must be returned to Us at the Return Point set out in the Hire Confirmation Form by no later than the Hire End Date set out on the Hire Confirmation Form. Failure to do so may result in Us:
 - 4.1.1 retaining the Advance Payment (Deposit) set out in the Hire Confirmation Form, and

4.1.2 recovering the costs of replacing the Bike from You, including as set out in paragraph 5.5 below.

4.2 After You return the Bike to Us as set out in paragraph 4.1:

4.2.1 We will repay the Advance Payment (Deposit) to You, except to the extent any amounts are deductible for damage under paragraph 5 below, in which case We will promptly notify You of this and will deduct these amounts from the Advance Payment (Deposit); and

4.2.2 if You owe Us any additional amount due to damage to the Bike, these amounts will be payable as set out in paragraph 5 below.

5. **LOSS, THEFT OR DAMAGE TO THE BIKE**

5.1 You will **not** be responsible for: (1) fair wear and tear to the Bike; or (2) any damage set out in the Existing Damage section of the Hire Confirmation Form.

5.2 If the Bike is stolen, You agree to notify Us immediately. If You lose the Bike, or damage it to an extent that We need to repair or replace anything on the attached Parts Checklist, You agree to tell Us promptly, and in any event no later than the end of the Hire Period.

5.3 We will deduct the costs of any damage caused to the Bike during the Hire Period, and any major cleaning of the Bike required at the end of the Hire Period from the Advance Payment (Deposit). These damage costs will be limited to the Advance Payment (Deposit) (unless paragraph 5.4 applies) and include:

5.3.1 damage costs set out in Parts Checklist;

5.3.2 any major cleaning of the Bike which We require (acting reasonably), as set out in the Parts Checklist; and

5.3.3 for parts of the Bike not set out in the Parts Checklist, the actual cost to Us of replacing or repairing these parts.

but these costs exclude: (1) fair wear and tear; and (2) the cost of any damage set out in the Existing Damage section in the Hire Confirmation Form.

5.4 If You return the Bike to Us and it has been damaged by You failing to comply with paragraph 2, then You will be liable for the actual cost of the damage (or replacement if the Bike is beyond reasonable repair), up to a maximum amount of £300 (three hundred pounds sterling) (including the Advance Payment (Deposit)) for replacing the Bike. You agree to pay Us the outstanding amount within thirty (30) days of any written request for payment issued by Us.

5.5 If Your Bike is:

5.5.1 lost; or

5.5.2 stolen while in your possession and it was not kept in a locked building nor securely locked to a permanent structure using the Master Lock D Lock provided at the point of theft

You will be liable to Us for the cost of replacing the Bike, which may be up to a maximum total cost (including the Advance Payment (Deposit)) of £300.00 (three hundred pounds sterling). You agree to pay Us the outstanding amount within thirty (30) days of any written request for payment issued by Us.

5.6 If Your Bike is stolen while in Your possession and was:

5.6.1 kept in a locked building; or

- 5.6.2 was securely locked to a permanent structure using the Master Lock D Lock provided by Us at the point of theft

You will not be liable for the cost of replacing the Bike, except that We will be entitled to retain the Advance Payment (Deposit).

6. **OUR LIABILITY**

- 6.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into these Terms.
- 6.2 We do not exclude or limit in any way Our liability for:
- 6.2.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - 6.2.2 fraud or fraudulent misrepresentation; or
 - 6.2.3 any other liability to the extent We are not permitted to exclude or limit it by law.

7. **INFORMATION ABOUT US AND HOW TO CONTACT US**

- 7.1 We are the University Court of the University of Edinburgh, incorporated under the Universities (Scotland) Acts and a Scottish registered Charity (Charity No. SC005336), having its principal administrative office at Old College, South Bridge, Edinburgh, EH8 9YL. Our registered VAT number is GB 592 9507 00.
- 7.2 If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning Us at 0131 651 4288 or by e-mailing Us at transport@ed.ac.uk.
- 7.3 If You wish to contact Us in writing, or if any paragraph in these Terms requires You to give Us notice in writing (for example, to cancel the contract), You can send this to Us by e-mail to transport@ed.ac.uk, by hand, or by pre-paid post to The University of Edinburgh, Transport and Parking Office, 13 Infirmary Street, EH1 1LT. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us on the Hire Confirmation Form.

8. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 8.1 We will use the personal information You provide to Us to:
- 8.1.1 provide the Bike;
 - 8.1.2 process any amounts received by Us in respect of the Bike; and
 - 8.1.3 inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us.
- 8.2 We will not give Your personal information provided under these Terms to any third party, except to our bike maintenance providers and subcontractors to the extent reasonably required by Us in performing these Terms. Please contact us if You would like to know the identity of these parties.

9. **OTHER IMPORTANT TERMS**

- 9.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always tell You in writing if this happens, but this will not affect Your rights under the Terms or the obligations owed to You under them.

- 9.2 You may only transfer Your other rights or Your obligations under these Terms to another person if We agree in writing in advance.
- 9.3 These Terms are between You and Us. No other person shall have any rights to enforce any of its terms.
- 9.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 9.5 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 9.6 These Terms are governed by the laws of Scotland. You and We both agree to submit to the non-exclusive jurisdiction of the Scottish courts.

SHORT TERM BIKE HIRE – PARTS CHECKLIST

This Parts Checklist forms part of the Terms agreed between the University of Edinburgh and the individual set out in the Hire Confirmation Form.

You will **not** be liable for damage costs which exceed the Advance Payment (Deposit) unless paragraph 5.4 applies.

Indicative costs which will be payable by You for the cleaning of the Bike, or to fix or replace missing or damaged parts of the Bike, are as follows:

Bike parts	Example parts and indicative costs
Cleanliness	Very dirty bike (£30)
Lights	Missing front light (£7.50) Missing rear light (£7.50)
Lock and key	Missing lock £17
Brakes / gears	New brake pads (£5) New brake/gear cables (£7-£30) New gear hanger (£27)
Handlebars	New handlebar grips (£16)
Chain	Replace chain (£25) Replace chain cogs (£35)
Wheels	Buckled wheel (£12) Replace tyre (£27) Puncture (£11)
Chainset/pedals	Replace pedals (£16)
Saddle	Replace saddle (£31)
Mudguards	Replace mudguards (£50)
Loss or theft of bike	£50
Other/miscellaneous parts	The actual cost of replacing or repairing the part