



Electric Cycle Terms and Conditions of Hire 2021

In these Terms and Conditions Country Hire and Go means Country Hire and Go Ltd whose registered office is at Treasures, Four Elms, Edenbridge, TN8 6NE United Kingdom, and 'You' means the hirer and riders of the same party using the equipment. 'Equipment' means the E-bike and any other ancillary equipment provided to the hirer and riders of the same party by Country Hire and Go for your use in relation to the E-bike. These terms and conditions (and the agreement relating thereto) are personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these terms and conditions (and the agreement relating thereto).

Country Hire and Go reserve the right to change the rates at any time on notice or by publication of new rates on Country Hire and Go website. We also reserve the right from time to time as it sees fit to alter its terms and conditions and Equipment usage on reasonable notice to customers.

By making a booking You shall be subject to Country Hire and Go terms and conditions set out below for the use of any Country Hire and Go electric bikes.

Corona Virus Business Interruptions and procedures

We will comply with government guidelines regarding protective measures to prevent the spread of Covid-19. We offer disinfectant wipes for your own use and we will use protective clothing in line with government instructions when preparing, cleaning and delivering the bikes. All bike services are conducted outside where risk of infection are considered low. However, social distancing measures will be applied during handover and collections.

Personal Identification

We require photographic identification, such as a passport or driving license verifying your current address. We will store the details for the duration of the hire, thereafter for the purpose of any claims only and will only share those details with relevant third parties where loss, damage or theft occurs. Your details will be destroyed upon expiry of the bike hire and within 7 days where no such claim exists. For the purpose of any claim these will be stored securely and maybe retained for up to 6 years.

Our Promise

Country Hire and Go undertake a review of their E-bikes and safety equipment before and after each hire. The condition of our bikes are checked for safety and general maintenance purposes so our customers experience reaches optimum standards. Although we ensure our bikes are in good working order, unforeseen circumstances may result in our bikes not reaching the required standard for re-hiring upon their return. We hold some parts in stock and will aim to expedite repairs but in situations that result in the bike being considered unsafe during our regular checks we may have to cancel a booking at short notice. In these circumstances you will be offered a full refund or the opportunity to re-book.

Our E-Bikes

Country Hire and Go E-bikes are road legal and can be ridden on any cycle and bridle paths and anywhere else that bikes are normally allowed. Whilst the motor will not allow the rider to travel faster than 15.5mph, riders own pedal power and downhill will enable the bikes to travel at greater speeds. The legal age limit is 14 years and we do not recommend or generally allow children to hire our bikes. We reserve the right to refuse a hirer unable to provide appropriate identification or ability.

The bikes have a variable range of charge depending on terrain, how much of your own cycle power is applied, weather and other conditions. The 250W motor provides variable power levels via a display unit for pedal assist speeds up to 15.5mph with a practical range between 25 to 60 miles. Active pedaling with consistent use of the manual gears will help increase your range but you should route plan carefully and be aware of the battery charge at all times. Country Hire and Go can provide assistance with route planning and local area knowledge as up to date as practicably possible. We are able to provide a charging unit for your E-bike if you are planning longer journeys and wish to recharge the battery overnight or top up for a few hours at a daytime stopping point (Note batteries require a 5 hour charging period from their lowest point to fully charge).

Our bikes

We have a range of different e-bikes from Fat Tyre bikes, hybrid, step-through and of varying sizes. Our bikes are suitable to ride off or on road and perform differently to non electric bikes. We consider our bikes super comfortable for cruising and touring and not suitable for ramps, stunts and speed racing.

The handlebars on our Super Monkey bikes are adjustable but the seat is not and measures 33" from the top of the seat to the ground. Our other bikes have adjustable seats and puncture resistance road tyres. The hirer is responsible for assessing their own suitability to hire our E-bike.

Competency and Fitness

Prior to using an electric bike, You must self-declare your competency to cycle. This is done by You accepting the following terms and conditions at all times, including the Self Declaration of Cycling Competency & Fitness. If You believe you require training in some aspect of cycling to improve Your competency, You should make such arrangements to attend cycle training before booking. Country Hire and Go reserves the right to cancel the booking without refund if any person is suspected to be under the influence of drink or drugs.

Self-Declaration Statement

I am an adult.

I understand my responsibilities when using electric bikes and can identify hazards associated with cycling and understand appropriate controls to address such hazards.

I acknowledge that riding E-bikes can be dangerous and fully understand and accept all such risks and all responsibility for losses, costs and damages I incur as a result of my riding.

I consider myself to be competent to use an electric bike for personal or business travel.

I understand items on the bicycle must be checked prior to and after use.

I will inform Country Hire and Go of **Any** accident that occurs whilst in charge of a Country Hire and Go E-Bike.

I can state what items of protective clothing that should be worn when cycling.

I understand the importance of wearing a helmet and high visibility clothing.

I can balance on the bicycle safely.

I can correctly engage appropriate gears and speeds.

I can brake safely.

I can confidently negotiate corners and junctions.

I can use the correct hand signals

I understand and will observe the provisions of the Highway Code.

I am able to ride a bike safely.

I accept responsibility for the payment of any damage (including third party), loss of, or/and any of the equipment.

I will lock the bike using the Sold Secure locks provided, safely securing through the bike frame and to a fixed object.

I will not ride under the influence of drink or drugs.

How it Works

E-bikes are delivered and collected at the agreed location which is calculated by mileage on a radius and included in the cost of each hire period booked. Additional costs are added per mile for bookings taken from postcodes outside a 20 mile radius of TN8 7 and by arrangement only. Times can be varied by arrangement and longer hire periods of more than 7 days are available.

We are able to offer hire of a bike carrier to our customers looking to hire our bikes for more than one day although you will need to have a tow bar fitted to your vehicle. Our Carrier fits a 7 or 13 pin electrical connection to operate the light board.

A Hi Viz vest, helmet and *Sold Secure Gold* standard bike lock is provided with each bike.

Title and Risk

The Equipment shall at all times remain the property of Country Hire and Go and you shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these terms and conditions).

The risk of loss, theft, damage or destruction of the Equipment shall pass to you until such time as the Equipment is redelivered to Country Hire and Go.

You shall give immediate written notice to Country Hire and in the event of any loss, accident, damage or immediate fault to the Equipment arising out of or in connection with your possession or use of the Equipment. Please contact us on 07723054863 immediately.

Payments

You shall pay Country Hire and Go the Hire Costs noted above in advance of the hire, or, by arrangement only on the day.

Where the hirer returns the bike outside the agreed time You will be responsible for additional costs. You should be ready to receive delivery of the E-bike at the time of the booking. No refund shall be given (in part or full) for late arrivals. Late returns may result in the hirer having to pay the full day charges.

All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding. The cost of any damages or/and any additional charges for late returns will be charged upon the return of our E-bikes. If you fail to make any payments due, Country Hire and Go reserve their right to charge interest on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

Safety and Security

Bikes and safety equipment will undergo a 10 point check prior and post hire. We will clean our bikes regularly for your comfort and enjoyment. We care about your safety and advise that helmets should be worn at all times when riding one of our E-bikes and helmets are provided free of charge. Riders may want to provide their own but they should be of sound construction and in good condition, free from defects. High visibility straps are also available. Operational front and rear lights will be provided and must be used appropriately.

You are responsible for taking care of the E-bikes whilst in your possession and any loss or damage. The hirer must fully comply with the duty of care requirements regarding safe and secure locking procedures when leaving the bike unattended. *Sold Secure Gold* Bicycle locks are provided to offer a high level of security.

Cycles must be stored securely with the use of the locks provided. The lock must be passed through an enclosed part of the frame not just a wheel. You are responsible for ensuring that they are secured with the locks provided to an immovable fixture.

Ensure all equipment is returned in good working order as you may be charged for replacements.

Untoward events and accidents

If you are involved in an accident make sure you take care to remove yourself from further danger. If any person involved in the accident is injured, call for, or arrange for someone to call for, help. If possible do not leave the scene of the accident, although under exceptional circumstances this may be necessary to summon aid. If someone is injured the accident should be reported to the police as soon as possible.

Be aware that stationary vehicle/s/bikes involved in the accident may be a hazard to other road users. If possible, arrange for other drivers to be warned in time for them to stop. Obtain the names and addresses of those involved in the accident. It is also important to obtain the names and addresses of any independent witnesses of the accident. Obtain a Police incident number. Insurance details should be given to injured parties, or their agents, and the police.

If you are using an E-bike as part of your work related travel, the accident should be reported to your employer. If you're involved in an accident where:

- (a) Any person is injured;
- (b) Any vehicle is damaged;
- (c) Property is damaged.

You must stop and give your name and address to anyone having reasonable cause to ask for them.

Severe Weather

Hirers must assess the potential risks posed in severe weather conditions. The bikes should not be used if the risk of an accident is likely due to ice, fog, heavy rain etc and when storing the bikes overnight, they must be secured in dry conditions. Never store the bikes outside without adequate protection of the electrical components. Country Hire and Go reserve the right to cancel and re-arrange a booking in severe weather conditions.

Your Responsibilities

The Equipment is hired to You under these terms and You shall during the period of any hire (including from the Start Time to the End Time):

- (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner in accordance with any operating instructions;
- (b) take such steps (including compliance with all safety and usage instructions provided by Country Hire and Go as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being used;
- (c) make no alteration to the Equipment or remove any existing component(s).
- (d) keep Country Hire and Go fully informed of all material matters relating to the Equipment;
- (e) permit Country Hire and Go or its duly authorised representative to inspect the Equipment.
- (f) not sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (g) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Country Hire and Go in the Equipment;
- (h) not suffer or permit the Equipment to be confiscated, seized or taken out of your possession or control;
- (i) not use the Equipment for any unlawful purpose;
- (j) ensure that at all times the Equipment remains identifiable as being Country Hire and Go property;
- (k) not do or permit to be done anything which could invalidate the insurances, and
- (l) take all reasonable care for the safe and proper use of the Equipment.

Liability

You acknowledge that Country Hire and Go shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with your hire including any negligence, misuse or mishandling of the Equipment or otherwise caused by you or anyone who is or reasonably ought to be under your control. You undertake to indemnify Country Hire and Go on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature arising out of or in connection with any failure by you to comply with these terms and conditions.

Your personal insurance is not included and we strongly recommend you seek a personal insurance policy suitable to your cycling needs.

If you cause an accident this is your personal responsibility and you should ensure that you have suitable insurance in place to cover your personal liability (whether through your home insurance or otherwise).

Country Hire and Go are insured for technical malfunction and mechanical negligence resulting in an accident. Neither party shall be liable under these terms and conditions, and any agreement related thereto for any: (a) loss of profit; (b) loss of revenue; (c) loss of business; or (d) indirect or consequential loss or damage, in each case, however caused, even if foreseeable. These terms and conditions, save as imposed by law, set forth the full extent of Country Hire and Go obligations and liabilities in respect of the Equipment and its hiring to You.

Nothing in these terms and conditions shall exclude or in any way limit: (a) either party's liability for death or personal injury caused by its own negligence; (b) either party's liability for fraud or fraudulent misrepresentation; or (c) any other liability which cannot be excluded by law. The Terms and Conditions are covered by English Law. In the event that any of the conditions listed above are unenforceable then the remainder shall remain in full force and effect.

Termination

Without affecting any other right or remedy available to it Country Hire and Go may terminate the hire with immediate effect by giving notice to you if you at any time commit a material breach of any part of these terms and conditions.

Upon termination of this agreement in these circumstances, however caused, the consent of Country Hire and Go to your possession of the Equipment shall terminate and Country Hire and Go may, by its authorised representatives, without notice and at your expense, retake possession of the Equipment and without prejudice to any other rights or remedies, you shall pay to Country Hire and Go on demand: (a) all accrued Hire Costs due but unpaid at the date of such demand together with any interest thereon; (b) any costs and expenses incurred by Country Hire and Go in recovering the Equipment and/or in collecting any sums due under this agreement (including any repair, transport and legal costs).

General

These terms and conditions (and the agreement relating thereto) constitute the entire agreement between the parties, supersedes and extinguishes previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

No one other than a party to these terms and conditions (and their successors) shall have any right to enforce any of its terms. No failure or delay by a party to exercise any right or remedy provided under this these terms and conditions (and the agreement relating thereto) or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

These terms and conditions (and the agreement relating thereto) and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Name:.....

Signed:.....

Date.....