

EBIKE MAIN TERMS & CONDITIONS OF HIRE

1. The Bicycle let out on hire, including all accessories & attachments supplied herewith (“the Bicycle”) remains the property of Frome Town Council (“the Owner/Hirer”) and the Renter will not sell, hire out, lend or otherwise part with possession thereof. Proof of identification/order reference must be provided upon collection of your equipment.
2. The Renter acknowledges and agrees that the Bicycle is in good condition in all respects and undertakes not to misuse it and will return it with all accessories in the same condition as when received (ordinary wear and tear excepted) to the place and on the due date and time specified on the hire confirmation email. A damage deposit may be required and will take the form of an open debit/credit card voucher, which will be surrendered upon return of the equipment in a satisfactory condition.
3. I acknowledge the recommendation of ‘The Hirer/Owner’ to strongly recommend the use of safety helmets and hi-vis which are part of the hire agreement. If these are not worn (or incorrectly worn), the Owner/Hirer is not responsible or liable for any subsequent injuries. 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. The bike lock is also part of the Bicycle hire and **MUST** be used when the bike is unattended by locking to a secure post through both the frame and wheel of the Bicycle.
4. The Owner/Hirer shall be entitled to charge the Renter for all damage caused to the Bicycle during the period of hire. In the event of breakdown other than those of a type which the Renter can reasonably repair i.e. a puncture or un-seated chain, and other than as a result of the Renter’s misuse of the Bicycle, the Owner/Hirer will use its best endeavours to repair it or procure its repair. If the Renter is unable to repair a simple puncture / replace the inner tube, the Renter must facilitate the repair / replacement with Pronto Bikes.
5. As the Renter, I understand that I am responsible for all equipment relating to this agreement which will include a lock, hi-vis vest and helmet. I confirm that I will be responsible for the payment of any damage (including third party) caused as a consequence of any dangerous cycling, loss of control, negligence or loss of equipment if the cycles are not locked to a fixed object through the frame and wheel. Proof of lock breakage is required for any insurance claim.
6. The period of hire commences at the time of collection and is deemed to continue until the Bicycle is received by the Owner/Hirer, hosted at Pronto Bikes, 18 Bath Street, Frome BA11 1DN Tel 01373 471 439.
7. The Owner/Hirer shall not be liable for any damage caused or loss made whatsoever by breakdown or other defects in the Bicycle or other circumstances beyond the Owner/Hirer’s control. The Renter shall indemnify the Owner/Hirer in respect of all costs, claims, expenses, and demands which it may suffer or incur and which arise directly or indirectly out of the use of the Bicycle during the period of hire.
8. In the event of the Bicycle being lost or stolen the Owner/Hirer reserves the right to call upon the Renter to indemnify the Owner/Hirer the replacement value of the Bicycle. However, should the Bicycle subsequently be recovered in a useable condition, the Owner/Hirer undertakes to refund the Renter’s Indemnity in full within fourteen days.
9. The Renter shall be solely responsible for and shall keep the Owner/Hirer fully indemnified in respect of all fines, impositions or other penalties occasioned by the use of the Bicycle during the period of hire in respect of violation of any Acts of Parliament, Orders, Regulations or bye laws for the time being in force.
10. Any conditions or warranties not expressed and which might be implied on the part of the Owner/Hirer except Statutory Warranties are excluded.

11. The Renter will ensure that the Bicycle is adequately secured to an immovable object when not in use, will not use the Bicycle under the influence of drink or drugs and WILL IMMEDIATELY NOTIFY THE OWNER IN THE EVENT OF ANY LOSS OR BREAKDOWN OF THE BICYCLE, OTHER THAN THOSE REASONABLY REPAIRABLE BY THE HIRER. THESE SHOULD BE REPORTED TO THE OWNER UPON THE RETURN OF THE BICYCLE.
12. The Renter will pay to the Owner/Hirer on demand all charges due under the agreement. The estimated rental charge (calculated as per the Owner/Hirer's current lists) plus any charges for additional accessories and attachments, is payable in advance before collection, (together with any deposit as advertised). Any refunds due, if any will be made when the Bicycle is returned to the Owner/Hirer as aforesaid.
13. In the event of cancelled forward booking, the rental charge thereof will be payable in full. I understand that refunds are only given PER BIKE and only if the Owner/Hirer could not restore the journey or allow extra time to complete the ride. Refunds CANNOT BE GIVEN for punctured tyres or damage caused as a result of incorrect use. I accept that I may have to accept responsibility for bike damage caused by incorrect use of equipment and that the nature of off-road cycling makes these dangers possible.
14. If the Renter shall commit any breach of the terms of this agreement the Owner/Hirer shall be entitled, but without prejudice, to any other rights or remedies which it may have to terminate the hire of the Bicycle, and recover possession thereof without notice, and to make reasonable charge for such repossession. No rights of the Owner/Hirer under the agreement will be waived except in writing by a duly authorised member of staff.
15. It is understood that a cycle helmet and hi-vis is provided as part of the rental charge for each hire period. The Owner will not be held responsible for any renter not wearing a helmet and hi-vis.
16. The e-bike battery will be recharged by Pronto Bikes. Normally daily use will not require recharging in between two bookings. If the hirer is using the e-bike for multiple successive days and longer than 50 miles in a journey the hirer will need to inform Pronto Bikes and make arrangements for recharging the battery by either returning the e-bike to the shop for recharging or hire out the recharger from Pronto – T&Cs apply to all accessories including the recharger.
17. I confirm we/I are ALL competent cyclists. I recognise I/we will be riding cycles which I/we may not be familiar with and as such I/we will exercise additional care and attention. 'The Owner/Hirer' lends cycles on the understanding that EVERY rider can use gears properly, adjust the saddle height and at least one person knows how to FIX A PUNCTURE or replace a tube.

DAMAGE CHARGES

- Other than which can be reasonably classed as normal wear and tear (Non Exhaustive) charges will be applied to the renter.
- Repairs will be costed as advised by Pronto Bikes.
- Accessory Loss / damage - retail price.

LATE RETURNS

- The late return of a cycle will incur an additional charge payable by the hirer upon return for each bike late.
- Bikes hired and not returned by the Return time, as stated on the hire agreement, will incur a late return charge of an additional Days hire charge for all bikes over an hour late or after shop closure, £5 for up to an hour late within shop open times.

- I confirm that I will be responsible for the payment of any surcharge levied as a result of the cycles being returned later than the agreed time stated on the front of this Agreement or in an excessively dirty state, requiring remedial work beyond 'The Hirer's normal post-hire maintenance.
- If you know you are not going to be able to get back by the agreed time, then please call Pronto Bikes to let them know!

CANCELLATION POLICY

- If OVER 24 hours notice given prior to collection, you may change booking to any other day subject to availability or ask for a full refund.
- Any cancellation requested WITHIN 24 hours of collection will be subject to a full charge.

DISCLAIMERS

- Items supplied may differ from those advertised & are always subject to availability.
- Owner/Hirer reserves the right to alter, terminate or withdraw any items or promotions advertised or so offered and their prices or conditions at any time.
- In all cases the Owner/Hirer will act within reason to honour bookings and agreements.
- Cycling can be dangerous and has risks involved. By hiring an ebike through this scheme you and everyone else in your group declare to be in good health and are not suffering from any medical condition or disability which is likely to adversely affect normal control of the bicycle. Safe cycling is dependent on your alertness and good judgement. Please cycle sensibly, with respect for others and the natural habitat.
- You (and everyone else in your group also agree) to:
 - not undertake any manoeuvres which are beyond your level of skill or beyond the design purposes of the equipment provided by 'The Owner/Hirer'.
 - not ride on pavements or footpaths and to follow the Highway Code
 - be aware when cycling after dark and use your bicycle's fitted lights, bells, reflectors.
- I fully indemnify 'The Hirer' against claims of injury to myself or any third party unless it can be proven that 'The Owner/Hirer' did not fulfil reasonable maintenance procedures for the equipment being used.
- This Agreement is covered by English Law. In the event that any part of the Agreement is for any reason unenforceable the remainder shall remain in full force and effect.
- 'The Owner/Hirer' is Frome Town Council hosted by Pronto Bikes Ltd.