



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 battery, lights, keys 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 650 9768** or by email at **unicycles@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 report any damage to Our maintenance provider as soon as you become aware of it.

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. You must wear a helmet when riding.

YOUR DETAILS

Full Name:	
Home Address: (where you live when not in Edinburgh)	
Semester-time Address: (where you live in Edinburgh)	
Mobile Phone Number: (UK number preferable)	
Email Address:	
Student ID Number:	

THE BIKE

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

Model:	Pashley Electric Bike
Your Bike's Number & Name: (e.g., 01 – Southside)	
Bike Lock:	Kryptonite Kryptolok 995 Sold Secure Gold Chain lock & key

THE BIKE HIRE

Collection / Return Point:	Pentland House	Pollock Halls
Hire Start Date:		
Hire End Date:		
Maximum Duration of Hire:	Up to 3 months	

PAYMENTS

Advance Payment (Deposit)	£100.00 (one hundred pounds sterling)
Hire Charge	£30.00 (thirty pounds sterling)

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

EXISTING DAMAGE

The Bike will be provided to you in a good and roadworthy condition. There may be signs of fair wear and tear e.g. marks and scratches. A photograph of the Bike will be taken at the point of Hire and will be issued to you by email with a copy of this Hire Agreement for your records. Any specific aspects of damage should be noted below

Please note: regardless of any marks/scratches/damage described above, 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 wear a helmet each time you ride the Bike;
- 2.1.5 You will ensure the Bike is safe and roadworthy each time before You use it, and report any damage to Our maintenance provider as soon as you become aware of it.
- 2.1.6 You will immediately report any damage to the bike battery to on-site management, and will follow on-site instructions to ensure that the battery is safely stored. You will also report the damage to Our maintenance provider so We can replace the battery.
- 2.1.7 When leaving the Bike unattended, You will ensure the Bike is securely locked to a permanent structure using the Lock provided by Us. Wherever possible this will be inside a covered cycle store facility. You will remove the front and rear lights when leaving the bike unattended.
- 2.1.8 You will not use the Bike for (1) racing; (2) pace making; (3) time trials; or (4) speed testing;
- 2.1.9 You will allow Us any access We reasonably require to the Bike for the purpose of inspecting, maintaining/repairing or removing it;
- 2.1.10 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
- 2.1.11 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) includes VAT.

4. **RETURNING THE BIKE**

4.1 All Bikes (including the battery, lights, lock, and all keys 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, You agree to tell Us promptly. Our maintenance provider will make arrangements with You to repair the Bike and / or provide you with an alternative.

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 any major cleaning of the Bike which We require (acting reasonably), and;

5.3.2 the actual cost to Us of replacing or repairing 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 £2,000 (two thousand 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 or securely locked to a permanent structure using the Kryptonite Kryptolok 995 Sold Secure Gold Chain lock & key provided at the point of hire.

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 £2000 (two thousand 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 Kryptonite Kryptolok 995 Sold Secure Gold Chain 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 650 9768 or by e-mailing Us at unicycles@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 unicycles@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 contact You regarding the Bike and its usage;
 - 8.1.3 process any amounts received by Us in respect of the Bike; and
 - 8.1.4 inform You about similar products or services that We provide, only if you have consented to this usage. You may stop receiving these at any time by contacting Us.
- 8.2 The Bike is fitted with a GPS tracking device, for the purposes of security and analysing usage trends. All location data collected will be anonymised, and You will not be identifiable in this data.

8.3 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.