



## TERMS AND CONDITIONS

When booking any of our e-bikes (Super73/Urban Arrow/VanRaam), you understand that a booking does not guarantee the availability of an e-bike. After booking, if an e-bike is not available you will be offered a full refund.

When booking an e-bike, including our e-cargo bikes, you must:

- be over the age of 18
- provide valid proof of ID such as a driving license or passport
- always accept full responsibility for the e-bike and are fully liable for any damage or theft of the e-bike and any accompanying accessories.

To ride one of our e-bikes you must:

- be at least 14 years old or over
- not be under the influence of any alcohol or drugs
- accept sole responsibility for your own fitness and health and accept that cycling is undertaken at your own risk
- be considerate to other cyclists and pedestrians and obey the Highway Code!

RideOn Limited:

- reserves the right to refuse hire based on the sole judgement of its employees
- cannot be held liable for any loss or injury caused to you or third parties

**TERMS AND CONDITIONS FOR EQUIPMENT HIRE AGREEMENT THE CONTRACT BETWEEN YOU 'THE CUSTOMER' AND US 'Ride On E Bikes Limited' a Trading entity of Microcomms Professional Services Ltd.**

This equipment hire agreement ("the Agreement") is between (1) you, the Customer, ("the Customer") and (2) Ride On [Microcomms Professional Services Ltd], company registration No: 05628446, ("the Owner") and is for the hire of a Super 73 e-bike and accessories ("the Bicycle"). This contract is for the hire period you have chosen during the booking on our website ([www.rideonebikes.co.uk](http://www.rideonebikes.co.uk)) or in person at our physical establishment (Trinity Yard, Quay Street, Penzance, Cornwall, TR18 4BZ).

Hire sessions are available for half day adventures of 4 hours or a full day adventures of 8 hours. Ride On standard opening times are between 8am and 6pm and our hire hours start from 9am with the last booking time for a half day booking at 1pm. During the summer months, we may extend our opening hours until 10pm.

No variation to the conditions that follow shall be binding unless agreed in writing between the Customer and the Owner.

### 1. BOOKING

On booking the Customer agrees:

- to pay the full price of hire, accessories and 'add ons' at the point of booking, both online and in person. If the hire is cancelled in writing more than 48 hours but less than 7 days before the day of hire, 50% of this sum will be refunded. A full refund is offered to Customers who cancel with more than 7 days notice. All refunds due are made within 7 working days of cancellation.
- that this amount will be retained by the Owner if the hire is cancelled within 48 hours or less, of the start day and time of hire.
- a **£100 security deposit for each e-bike will be held for 7 days from the commencement of the hire period.** Should the e-bike/s be returned in an unsatisfactory condition, you will be charged within 7 days, following the completion of the hire.
- the Customer agrees to discuss cancellation or postponement of the hire with the Owner in the event of dangerous weather conditions such as heavy rain, gales or temperatures under 5 degrees. Light rain or showers will not be considered a reason to cancel.



- booking an e-bike does not guarantee its availability, specifically in the event of theft or damage. In these circumstances a 100% refund will be given.
- anyone who rides an e-bike from RideOn will be at least 14 years of age, and those under 18 years of age will be accompanied by a parent or guardian.
- the Customer's rental period ends at the agreed time, even if the e-bike is collected late at the start of the hire period.
- the Owner's payments provider will temporarily hold the details of the payment card used by the Customer. In the event of loss, damage, or late return of the e-bike, the Owner shall be entitled to charge the Customer (see details below).

## 2. COLLECTION

Before the hire period, the Customer agrees:

- to provide proof of ID, e.g. driving licence, passport, national ID.
- to undertake and listen to a basic safety briefing, which will familiarise the Customer with the use of the e-bike, particularly the electric assist technology, battery charge display, power-modes, brakes and if hiring a Super73, the app.
- to wear a helmet which must be worn at all times whilst cycling during the hire.
- to sign the RideOn Waiver and Release document.
- the Owner, or its employees reserve the right to refuse the hire of an e-bike at their sole discretion.

## 3. USE OF A SUPER73

During your hire adventure, the Customer agrees:

- to stay within the confines of the dedicated range (geofence) that will be indicated at the start of your hire.
- that cycling on public highways and cycle routes carry risks that cannot be managed by the Owner that may result in severe injury, including but not limited to spinal or head injury of which RideOn accepts no responsibility.
- to not undertake racing, stunts, tricks or any behaviour that may endanger the hirer or damage the e-bike.
- to never submerge the e-bike motor or any components in water.
- the e-bike battery and motor have distance limitations and therefore it is the Customer's/Hirers responsibility to understand these limitations and, act and return the bicycle to the Owner accordingly.
- when hiring a Super73, they must understand the functionality of the Super73 App which will assist with guidance and bike performance throughout the duration of the hire. The App can be downloaded in advance from Super73 ad is compatible with Apple iOS & Android.
- that they shall not use the e-bike under the influence of alcohol or drugs.
- that if they are hiring a surfboard rack, it is intended for surfboards only.
- if any component becomes defective, the Customer will contact the Owner immediately and arrange pick up, replacement or repair as soon as is practically possible.



#### 4. RETURN

At the end of the rental period, the customer agrees:

- to confirm a pre-arranged/agreed pick up spot at the commencement of the hire.
- return the e-bike before the end of the hire period, otherwise incur a fine of 50p per minute (£30 per hour) penalty.
- to notify the Owner if they will be late.
- to notify the Owner of any damage or problems with the e-bike.

#### 5. DAMAGE, THEFT OR LESS

Regarding damage, theft or loss of an e-bike, the Customer agrees:

- a **£100 security deposit for each e-bike will be held from the commencement of the hire period for upto 7 days**. Should the e-bike/s be returned in an unsatisfactory condition, you will be charged within 7 days, following the completion of the hire. A 50 % deposit fee is taken for extras hired. In the event of any damage, theft or loss the Customer/Hirer may be liable for the full cost of repair or replacement
- if the e-bike is recovered from a theft, we will refund within 7 working days, subject to an assessment of the condition of the e-bike.

#### 6. LIABILITIES

The Customer, or anybody using an e-bike hired from RideOn E-Bikes accepts all liability and responsibility in respect of:

- death or injuries incurred when using an e-bike, including those caused by breakdown, or defects with the e-bike.
- claims, losses or damages caused to third parties.
- losses related to the failure to complete your hire period.
- damage to personal effects of the customer incurred costs related to travel or other delays, due to the breakdown of the e-bike, poor weather or other causes.

#### 7. OMISSIONS

Any typographical clerical or other error or omission in any booking confirmation or other documentation issued by the Owner shall be subject to correction without any liability on the part of the Owner.

#### 8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English.

#### 9. PRIVACY, DATA PROTECTION AND MARKETING

The Owner agrees that it shall comply with the provisions of the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 in relation to data received from the Customer. The Customer agrees the Owner may use personal data to market and improve its services.