

Terms of hire:

You agree that you have read and accepted the full Terms and Conditions of Cycle Hire from the Edinburgh Festival of Cycling Ltd given below:

- The Edinburgh Festival of Cycling Ltd (here after known as EdFoC) agrees to let and the Hirer agrees to take on rental the cycle(s) subject to the terms and conditions set out herein. EdFoC and the Hirer are the only parties to this Agreement, notwithstanding that a reservation for the cycle(s) may have been arranged by a third party or that a third party may pay for all or part of the hire. The Hirer is the sole lessee and is solely responsible for compliance with all terms and conditions contained herein.
- The Hirer agrees to return the cycle(s) to EdFoC in the same condition received, ordinary wear and tear excepted.
- The Hirer agrees not to use the cycle(s) for onward hire or reward, nor use it in violation of any law, ordinance or regulation, nor remove the cycle(s) (without prior written consent from EdFoC) from Scotland.
- The Hirer hereby warrants and undertakes to EdFoC that he/she will not operate the cycle(s) or permit the cycle(s) to be operated whilst unfit through drink or drugs or with blood alcohol concentration above the limit prescribed for the time being by road traffic legislation.
- The Hirer hereby warrants and undertakes to EdFoC that he/she will further protect the interests of the cycle(s) by ensuring the cycle(s) is/are always locked with the Abus frame lock on the rear wheel, and also with the Oxford chain provided through the frame to an unmoveable object (this includes posts that have a height of 3 metres or more) when unattended. The bicycle must not be left unattended for more than 12 hours at any one time in a place to which there is public access.
- If the Hirer commits any breach of these terms and conditions EdFoC may treat the agreement as terminated and may seize, without legal process, or notice to the Hirer, the cycle(s) at any time or place and the Hirer waives all claims for damages connected with such seizure.
- The Hirer expressly agrees to pay EdFoC on demand all fines and court costs including administrative fees for parking, traffic or other legal violations assessed against the cycle(s), the Hirer or EdFoC during the hire.
- The Hirer expressly agrees to pay EdFoC on demand a reasonable administrative handling fee for processing any fine or legal violation against the cycle(s), the Hirer or EdFoC during the hire except where caused by EdFoC's default.
- The Hirer expressly agrees to pay EdFoC on demand Value Added Tax and all other taxes (if any) payable on the aforesaid items.
- The Hirer expressly agrees to pay EdFoC on demand EdFoC's costs, including reasonable legal fees where permitted by law, incurred collecting payments due from the Hirer hereunder.
- The Hirer expressly agrees to pay EdFoC on demand the fair market value of repairing damage howsoever caused to the actual cycle(s) supplied.
- The Hirer agrees to defend, indemnify and hold EdFoC harmless from all losses, liabilities, damages, injuries, claims, demands, costs and expenses (except where caused by EdFoC's negligence or default) incurred by EdFoC in any manner from this rental transaction.
- The hirer agrees only persons over the age of 16 year may operate an e-bike on hire from EdFoC.
- When you hire our cycle(s) you are declaring that you are physically fit enough to ride a pedal cycle and also that you are reasonably competent to ride on the road.
- On payment of an appropriate premium EdFoC may (if insurance cover is available), cover the cost of any damage to the cycle(s) or cost of replacement due to theft (but no damage to the Hirer or any third party). The cover is valid from the time of payment to EdFoC for a period of hire and is a legally binding contract between the applicant and Edinburgh Festival of Cycling Ltd. Premium rates, if available, are available from edfoc.org.uk cycle hire page. The cover becomes void with immediate affect if the Hirer is riding under the influence of alcohol, drugs, medication or any other medium that affects judgment or perception in any way.

Signed hirer:

Signed on behalf EdFoC:

Terms of hire (continued):

- Once the hire has commenced, the Hirer has full responsibility over the cycle(s). Should the Hirer not have taken out appropriate insurance they will be liable for all costs in the event of damage to the cycle(s), themselves or third parties or theft whilst the cycle(s) is in their care.
- It is the Hirer's responsibility to ensure that the cycle(s) is in proper working order BEFORE the hire takes place; this includes brakes, lights, steering, tyres and drive train including pedals. If there are any problems with the cycle(s) then this must be reported immediately to EdFoC or their agents.
- Any wilful or negligent act of destruction of EdFoC property will result in prosecution to the fullest extent of the law and EdFoC will seek the recovery of all costs and administration charges from the defendant.
- The EdFoC cycle(s) are for the exclusive use of the Hirer only. All other situations will invalidate the hire conditions and any insurance cover.
- DO NOT over fill the front load box. Fill evenly with no long or sharp edges sticking out of the box as these may become dangerous to others, pedestrians, and to the rider. Maximum cargo weight must not exceed 100Kg.
- If an accident should occur due to the carriage of an over-weight or awkward load then the Hirer is liable for all costs and the insurance becomes void.
- If any of the working parts should become defective whilst riding an EdFoC, the rider must STOP and call EdFoC or their agents. They may arrange to pick up the faulty cycle(s) or advise the hirer on how to get the cycle(s) to a place of repair.
- DO NOT pull or push anything with the cycle(s) as this may lead to steering defects, mal-align the frame or cause undue 'wear and tear' to the tyres.
- DO NOT use the EdFoC cycle(s) for racing, mountain bike riding, stunt or trick riding or for any other purpose other than riding to and from a destination.
- In the event of a puncture or burst tyre, the Hirer should STOP riding and call EdFoC or their agents.
- EdFoC reserves the right to cancel any contract/hire agreement at any time with a customer without prior arrangement or written warning if the customer is in default herewithin.
- For security reasons the bike maybe fitted with a tracking device, the Hirer expressly agrees to the bike being tracked at all times, and will NOT do anything which may impeded the operation of this device.
- These terms and conditions shall be governed by Scots law, and both of us hereby agree to submit to the exclusive jurisdiction of the Scottish Courts.

Hirer's Name :

Address :

Post code:

Home Tel:-

Mobile:-

Date of booking: Date of cycle(s) return:

Ages of persons who will be riding the cycle(s):

Photo identification supplied (passport number/driving licence number):

Credit Card details:

Signed hirer:

Signed on behalf EdFoC: