



## Bikeable guest Terms and Conditions

Updated 22 April 2021

Thanks for choosing Bikeable! Please take time to familiarise yourself with the following Conditions. We may amend our Conditions from time to time so it is important that you read the latest version of them before every use of our services.

### Key Terms Summary

- Bicycle hire is at your own risk
- Personal accident insurance is not included - You may wish to take out your own
- You must comply with all UK laws and regulations
- Always double lock your bicycle when not in use

#### **1. Definitions**

- 1.1. **Bikeable.** A trading name of Bikeable Ltd (also “we”).
- 1.2. **Bikeable Booking System.** means Bikeable’s browser-based Booking System for scheduling all Bookings
- 1.3. **Booking.** The rental period you agree to and pay for as entered into the Bikeable Booking System.
- 1.4. **Booking Agent.** The hotel or accommodation provider through which You complete your Booking.
- 1.5. **Conditions.** The terms and conditions set out in this document as amended from time to time.
- 1.6. **Privacy Policy.** Bikeable’s Privacy Policy found on its website or at [www.bikeablelife.com/privacypolicy](http://www.bikeablelife.com/privacypolicy).
- 1.7. **You.** The person making the booking, including any entities a booking is made on behalf of.
- 1.8. **Your Bicycle.** The bicycle allocated to you as part of your Booking.

#### **2. Agreement**

- 2.1. We shall hire Your Bicycle to You subject to these Conditions. By using our services, You are agreeing that you have the authority to agree to these terms, whether personally or on behalf of an entity you’ve included in your Booking.
- 2.2. Your hire of Your Bicycle shall be for the period set out in the relevant Booking.

#### **3. Relationship between the Parties**

- 3.1. Bikeable and You are the only parties to this Agreement, notwithstanding that the reservation for Your Bicycle may have been arranged by a Booking Agent or other third party.
- 3.2. You are solely responsible for compliance with the Conditions.

#### **4. Your Responsibilities**

- 4.1. You expressly agree to:
  - 4.1.1. Ensure that Your Bicycle is in proper working order before you take it off the site of the Booking Agent;
  - 4.1.2. ensure that Your Bicycle is kept in the same condition You received it in, save for ordinary wear and tear, and to repair and replace Your Bicycle if lost or stolen, damaged or broken or to reimburse Bikeable for said repairs or replacement;
  - 4.1.3. ensure that Your Bicycle is used only for the purposes for which it is designed and used with due care and attention. That will include riding Your Bicycle with a maximum of 1 person on board and not exceeding the **luggage** carrier maximum load of 20kg;
  - 4.1.4. ensure that Your Bicycle is always locked securely when leaving it unattended;
  - 4.1.5. pay on demand Bikeable’s costs, including reasonable legal fees where permitted by law, incurred collecting payments due from You pursuant to Your Booking.
- 4.2. You warrant and undertake that you will not operate Your Bicycle whilst under the influence of drugs or with a blood alcohol concentration above the limit prescribed by road traffic legislation.
- 4.3. You agree not to use Your Bicycle in a way which is in violation of any law or regulation of England and Wales which includes, but is not limited to, the Highway Code;

- 4.4. You agree not to sit or stand on any part of the bike other than the saddle and pedals; and
- 4.5. You agree not to take Your Bicycle on public transport of any description.

## **5. Our Responsibilities**

- 5.1. Bikeable strives to ensure that all our products are always in a condition suitable for cycling. We regularly service our bicycles and endeavour to fix any repairs as soon as they are reported to us. There may be cases where a fault has not been reported to us or a bike is coming towards the end of its service schedule.
- 5.2. We agree to instruct our Booking Agents to allocate an alternative bike to You where one is available if you highlight to the Booking Agent a defect with Your Bicycle.
- 5.3. Occasionally you may run into difficulty while riding one of our bicycles. If that happens, we will use reasonable endeavours to ensure you still have a great experience. If you have a problem, please get in touch with us by telephone on +44 (0) 7385897718 or via email at [repairs@bikeablelife.com](mailto:repairs@bikeablelife.com).
- 5.4. In the event of a problem with Your Bicycle during your Booking, we will do one of the following depending on the nature of the problem:
  - 5.4.1. send out a Bikeable mechanic to fix your bicycle on the spot;
  - 5.4.2. deliver a replacement bicycle to You to continue using for the remaining duration of your Booking; subject to our availability.
  - 5.4.3. cover Your costs to get back to the premises of the relevant Booking Agent.

## **6. Title, Risk and Insurance**

- 6.1. Your Bicycle shall at all times remain property of Bikeable, and You shall have no right, title or interest in or to Your Bicycle (save the right to possession and use of Your Bicycle subject to Your Booking and these Conditions).
- 6.2. The risk of loss, theft, damage or destruction of Your Bicycle shall pass to You at the beginning of your Booking until such time as Your Bicycle is returned to the relevant Booking Agent (“**Risk Period**”). During the Risk Period, it is recommended that You should, at your own expense, obtain and maintain insurance of Your Bicycle to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident.
- 6.3. Cycling always carries some degree of risk which include but are not limited to physical injury, mental anguish or death and by using Your Bicycle, You acknowledge that You agree to assume all risks to You and accept all responsibility for any personal injury, property damage, death or disability suffered as a result of using our product. You also agree to assume all responsibility for theft, loss or damage or destruction to your personal property.
- 6.4. Bikeable are in no way liable for medical costs or insurance claims incurred by You during your Booking.
- 6.5. You agree to defend, indemnify and hold Bikeable harmless from all losses, liabilities, damages, injuries, claims, demands, costs and expenses incurred by Bikeable howsoever arising from Your Booking.
- 6.6. Nothing in this agreement limits any liability which cannot legally be limited including liability for death and personal injury caused by Bikeable’s negligence.

## **7. Public Liability Insurance**

- 7.1. We have arranged for the provision of Public Liability Insurance which insures You against liability incurred in respect of injury to a third party or accidental damage to physical property of a third party arising from your use of Your Bicycle. You are not able to opt out of this Public Liability Insurance.
- 7.2. In circumstances where you are eligible to benefit from the Public Liability Insurance in respect of a claim by a third party You are required to pay an excess of £250.
- 7.3. The insurance cover referenced at clause 7.1 is a courtesy to You and if that insurance cover should become void due to Your improper use of Your Bicycle or Your breach of our terms and conditions, you shall remain liable for all injury or damage to third parties or their property.

## **8. Claims**

- 8.1. If You are involved in an incident where damage is caused to a third party:
  - 8.1.1. Report the incident to the police and ask for a crime reference number.
  - 8.1.2. Call Bikeable on +44 (0) 7385897718 or email [info.bikeablelife.com](mailto:info.bikeablelife.com).

## **9. Rental Payments**

- 9.1. You authorise Bikeable and the rental location in relation to these terms and conditions to collect any outstanding payments, via credit card or other nominated payment method.

## **10. Returning Your Bicycle**

- 10.1. You must return Your Bicycle, key and any other hired equipment to the Booking Agent you rented it from at the end of your rental period set out in your Booking. If you fail to do so, the following charges will apply:

- 10.2. If Your Bicycle is not returned to the relevant Booking Agent before the end of your Booking and is left at any other location, you will be charged a recovery fee of £75.
- 10.3. If Your Bicycle is not returned to the relevant Booking Agent until a time after the end of your Booking you will be charged for another full booking period identical to that in your Booking.

## **11. Repairs**

- 11.1. All basic repairs are covered by Bikeable free of charge, including but not limited to: bells, brakes, chains, chain guards, gears, grips, lights, luggage straps, mudguards, pedals, saddles, screws, kickstands, handlebars, tyres.
- 11.2. The following repairs are excluded from cover:
  - 11.2.1. Broken / missing key(s) of your bike(s). Charge: £15 per key.
  - 11.2.2. Broken (including a broken key inside the lock) / missing lock(s) of your bike(s). Charge: £30 per lock.
  - 11.2.3. Wheel(s) (excluding tyre(s)) replacement. Charge: £80 per wheel.
  - 11.2.4. Front fork replacement of your bike(s). Charge: £60 per front fork.

## **12. Theft and Loss**

- 12.1. **Please pay attention to locking your bicycle correctly and keeping the key in Your possession.**
- 12.2. It is extremely important that you lock Your Bicycle when you are not using it. You must always lock Your Bicycle during your booking when not using it. This includes the back wheel ring lock and the plug-in cable lock to an immovable object. Please take care of Your Bicycle as if it were your own.
- 12.3. Unfortunately, if the worst happens and Your Bicycle is stolen or lost you will be liable for the following fixed costs depending on whether you have the key or not:
  - 12.3.1. In the event of theft / loss and you are able to return the key of your bike(s) you will be charged £175 per stolen / lost bike. Please contact us if you need any proof for your personal travel insurance purposes.
  - 12.3.2. In the event of theft / loss and you are unable to return the key of your bike(s) you will be charged £450 per stolen / lost bike. Please contact us if you need any proof for the purposes your personal travel insurance purposes.

## **13. Data Privacy**

- 13.1. We will comply with all applicable requirements of applicable Data Protection Laws including the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018.
- 13.2. The Privacy Policy is incorporated into this document; this means that they form part of the contract between you and us each time you place a Booking.

## **14. Jurisdiction**

- 14.1. The agreements, rights and duties laid down in the rental contract and these terms and conditions are subject to the laws of England and Wales.
- 14.2. Any disputes arising from or related to this rental contract shall only be litigated in England and Wales.

## **15. Contact**

- 15.1. Any queries or disputes in relation to these terms and conditions should be sent to [info@bikeablelife.com](mailto:info@bikeablelife.com).