



Bicycle Hire/Demo Terms & Conditions

1. The Agreement

1.1 This agreement is between:

Us being Voltz Bikes Ltd “the **Company**” and;
You being either a Group or individual as named in the hire agreement “the **Hirer**”

2. Conditions of Hire

- 2.1 Bikes and equipment can only be hired from the Company on completion of a hire agreement Form or by accepting our hire conditions on our online booking portal (When available). The Company reserves the right to take the customer’s credit card details to hold as security until the bike is returned in the condition it was hired out in. Upon acceptance of these Terms & Conditions a binding contract is formed between the Company and the Hirer. We reserve the right not to accept or to fulfil a booking.
- 2.2 All bookings are subject to availability. When a booking is made by one person on behalf of another person or peoples, that person confirms to Voltz that he or she has the authority to make such a booking.
- 2.3 The hire period commences when the bicycle is in the possession of the rider and continues until the bike and/or equipment is returned to Voltz.

3. Use of equipment

- 3.1 The equipment provided by the Company is intended for use by proficient cyclists over roads and pathways including established cycle routes. By hiring the equipment, the Hirer confirms they are physical fit to engage in strenuous sporting activity and Hirers use the equipment at their own risk.
- 3.2 The Company’s employees partaking on rides are not responsible for your personal or group safety. Whilst Company employees may offer route suggestions and technique suggestions, they are not to be deemed as instructors or guides. Hirers are responsible for their own riding and route planning and must let the group know if the demands of the ride are causing over exertion or discomfort.

- 3.3 Hirers should not cycle under the influence of alcohol, strong medication, other drugs or fatigue.
- 3.4 First time or novice bikers should use the equipment under the supervision of an experienced rider.
- 3.5 You understand and accept that the Company strongly advise the wearing of cycle helmets at all times when riding. Protective gear such as body armour is recommended as well.

4. Responsibilities of parties

- 4.1 The Hirer is responsible for all equipment hired or loaned and it is the Hirer's responsibility to keep these items safe from damage including accidental damage, loss or theft and not subject it to any misuse or unfair wear and tear.
- 4.2 The Company will carry out a pre-ride equipment check on all hired equipment. It is the Hirer's responsibility to check that this is done to their satisfaction.
- 4.3 You will notify the Company immediately of any loss, damage or theft to the hired cycles or equipment however caused.
- 4.4 You will not offer for sale, sell, dispose, mortgage, lend, pledge or otherwise part with possession of the hired equipment.
- 4.5 The Company does not provide any insurance cover to the hirer in respect of the hire or subsequent periods. The Hirer is responsible for ensuring any insurance cover they hold is suitable for the purpose.

5 Indemnities

- 5.1 The hirer agrees to indemnify and keep indemnified the Company against any damage to hired equipment, loss of continuing hire charges, any claim of injury or damage, interest, demand or expense in respect of the hire and/or use of hired equipment other than claims resulting from death or bodily injury caused by the Company's own negligence.

6. Payment Terms

- 6.1 Payments are collected on booking. Our cancellation charges policy is as follows:
 - Up to 2 weeks before the event or hire date - 5% administration charge.
 - Up to 1 week before the event or hire date - 20% of the value of the hire.

- Up to 3 days before the event or hire date - 50% of the value of the hire.
- 1 day before the event - 75% of the value of the hire.
- Day of event. - Full charge will be taken.

- 6.2 A security/damage deposit by credit card, debit card or other surety as deemed sufficient by the Company depending on the Company's assessment of the risk and the value of the equipment will be required at the commencement of any hire period. If a deposit is taken it will be returned at the end of the hire period less any deductions to cover the costs of damage or losses incurred by the Company.
- 6.3 Any equipment hired or used must be returned within the arranged hire period at an arranged time and place to the Company. Late return of the equipment will be charged at the published daily hire rate for each day/ part day that the equipment is returned late.
- 6.4 In the case of equipment left or returned damaged, the Hirer is responsible for any costs incurred and sustained in replacing or repairing the items concerned to a condition equivalent to that prior to the Hire.
- 6.5 In all cases normal wear and tear as defined by the products manufacturer or supplier is accepted and allowed and is included in any hire price
- 6.6 In all cases, the security/damage deposit can be used as a deposit against the costs or charges mentioned herein.

7. The Company's Liabilities

- 7.1 The Company will not be liable to you where any alleged loss or damage results from:
- Sporting injury resulting from your participation in the sporting activities associated with the equipment hired
 - Any of your own actions or omissions
 - The action or omission of a third party not connected with the provision of your equipment hire
 - An event or circumstances which we could not have predicted or avoided even after taking all reasonable care
 - Where any loss or damage is considered to be indirect or consequential loss
- 7.2 The sport of cycling can lead to Injury(ies) and/or death.. Unless caused by our own Negligence, the Company does not accept any liability for death or personal injury arising from the hire or use of equipment.
- 7.3 The Company cannot accept any liability for loss or damage to personal effects, indirect or consequential losses howsoever arising. The Company

cannot accept any responsibility for delays or changes to your period of hire due to weather, strikes, war, terrorism or other force majeure.

- 7.4 Except in respect of death and personal injury, in respect of which no limit of liability shall apply, the Company's total liability to you under this contract between us shall be limited to the total cost of your Booking.
5. The Company shall have no liability to you if we are unable to fulfil a booking due to an event of force majeure. In the event of the Company being unable to fulfil your booking through any other cause our liability to you shall not exceed to the agreed cost of the booking.
6. Except where expressly permitted under the Data Protection Act 1998, we will only use your personal details in connection with your Booking arrangements, unless you agree otherwise. We will keep your personal details secure in accordance with our obligations under the Data Protection Act 1998.

8. General

- 6.1 These terms and conditions constitute the entire agreement between us, and supersede any previous agreement or understanding and may not be varied except in writing between us. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 8.2 Any notice required or permitted to be given by either of us to the other under these terms and conditions shall be in writing.
- 8.3 No failure or delay by either of us in exercising any of its rights under these terms and conditions shall be deemed to be a waiver of that right, and no waiver by either of us of any breach of these terms and conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 8.4 If any provision of these terms and conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.
- 8.5 Except as otherwise expressly provided herein, nothing in these terms and conditions confers or purports to confer on any third party any benefit or any right to enforce any of these terms or conditions pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 8.6 These terms and conditions shall be governed by English law, and both of us hereby agree to submit to the exclusive jurisdiction of the English Courts.