



## OUR TERMS AND CONDITIONS.

On booking and paying for the hire of your eBike/s, you agree to be bound by the following Terms and Conditions.

**You accept that cycling has risks and confirm that you are a competent cyclist.**

You should not ride if you are in ill health, have a disability likely to affect your ability to cycle, or your eyesight is not up to the standard required by a road driving test. Do not ride under the influence of alcohol, strong medication or other drugs. It is strongly advised that you wear the helmet provided and use the other appropriate safety equipment provided with your eBike/s. Front and rear lights are required in hours of reduced light.

**Please follow the Highway Code.** Do not ride on pavements, against traffic, or more than two abreast. Do not run red lights. Give priority to Pedestrians and be courteous to other road users. Ride responsibly: do not attempt any maneuvers beyond your skill level or the eBike/ss specific capabilities. Our eBikes must not be submerged in water. They can be ridden in the rain however deep puddles should be avoided.

**You accept complete responsibility during the period of hire for any loss, theft or damage (howsoever caused), and for the safe custody of the equipment provided.**

You are responsible for the security of the eBike/s and must lock it to a fixed object whenever your eBike/s is left unattended and keep the equipment safeguarded at all times. You must return the equipment at the specified time and date. Any loss, theft, damage or accident should be notified to us immediately and in the case of theft or accident to the nearest police station too.

**A Driver's License or Passport along with a Damage Deposit is required before the hire of equipment commences.**

The Damage Deposit shall be in the form of an open credit card voucher. This will be destroyed upon return of the equipment subject to the following terms. The deposit is to be held against any cost arising from the loss, theft, damage or failure to return the equipment by the specified time and date. If not returned by the specified time and date, the cost of hire shall be charged on a pro rata basis until it is returned. Any late return, replacement or repair costs or insurance excess payments may be deducted from the deposit. You shall pay any such costs in excess of the cost of Hire.

**You accept full responsibility if you ignore any of the above.** Ullswater eBikes are not liable for death or injury to any persons or loss or damage to any property that results. Save in respect of liability for personal injury of death resulting from our negligence. Ullswater eBikes liability to you whether in contract, tort (including



#### **OUR TERMS AND CONDITIONS.**

negligence), breach of statutory duty or otherwise is limited to the cost of hire. You agree to indemnify us against any liabilities, costs, expenses, damages and losses arising out of or in connection with the death or injury to any person or any damage to property resulting from your hire or use of the equipment.

We advise that you do not ride without personal and third-party liability insurances.

**Ullswater eBikes do not offer a rescue service.** All our eBikes are checked before and after every ride and are fully maintained. We do provide you with a spare inner tube, levers, and repair kit for your ride, however it is your responsibility to know how to use them. We will charge a callout fee should you need assistance taking care of punctures whilst out and about.

**Refunds and Cancellations.** Your booking will be confirmed on receipt of full payment. Should you need to cancel your booking a full refund (minus £10.00 or 5% administration fee, whichever amount is higher) will be returned as long as the cancellation is in excess of 72 hours before the agreed booking takes place.

All eBikes paid for in advanced will be delivered at the agreed location and time. If for any reason this is not possible, a full refund (minus £10.00 or 5% administration fee, whichever amount is higher), will be returned to you.

**In signing our Terms and Conditions when your eBike/s is delivered, you are agreeing to the following,**

You are 18 years old or older and you will undertake the hire activities in accordance with the Terms & Conditions written above, together with any other oral instructions or advice given to you and your group before commencing the hire activities.

You understand the Activities will take place in a potentially dangerous environment and accept that there is a risk of injury whilst undertaking the Activities.

You certify that to the best of your knowledge, You or members of your party do not have a medical condition which might have an effect of making it more likely that I be involved in an incident which could result in injury to myself or others.

***We reserve the right to cancel any hire at any time should we deem it necessary for reasons of safety.***