

eBike Hire Agreement

Monkton Wyld Holiday Park



Terms and Conditions

1. These terms and conditions are between Monkton Wyld Holiday Park (referred to throughout as MWHP) and the person hiring the eBikes and any other persons within the Hirers group, (referred to throughout as the Hirer). MWHP and the Hirer are the only parties to this agreement even if a reservation for the eBike(s) has been arranged by a third party or a third party has paid for all or part of the hire. The Hirer is solely responsible for compliance with all terms and conditions contained herein.
2. The use of the term Equipment refers to all items included in the hire and includes the eBike, helmets, panniers, locks and any other items which are the property of MWHP.
3. This agreement and the rights of the parties under it shall be governed by English law.
4. Anyone riding an eBike must be a minimum age of 14 years old. Any persons aged 14 or 15 years old is forbidden from hiring an eBike unless accompanied by a parent or guardian. MWHP reserve the right to refuse a hire.
5. Proof of identity may be requested, e.g. driving licence, passport or photo ID.

Hire Charge and Deposit

1. eBikes and Equipment hired remain the property of MWHP. The Hirer is responsible for the care of the Equipment hired and will take all precautions necessary to protect them from damage, loss or theft.
2. The full cost of the hire is payable at the time of booking. Prices include VAT at the prevailing rate when the booking is made.
3. The Hirer is required to provide security in the form of a credit or debit card pre-authorisation. Should any damage be sustained to any part of the Equipment included in the hire or if any part of the Equipment is not returned due to loss, theft, or any other reason, the hirer is responsible for the full repair and/or replacement cost at current market value of the whole or part of the Equipment so damaged or not returned. By signing this agreement the hirer is accepting that they will pay in full for any damage and/or loss of Equipment during the hire period. In the first instance the value of the damage and/or loss will be charged to their credit card. The hirer will be informed by email of the value of the damage and/or loss.

Safety - Waiver of liability

1. A cycle helmet is provided free of charge for every Hirer. MWHP strongly recommends that it is worn at all times when riding the eBikes. All persons aged 17 or younger MUST wear a helmet whilst cycling.
2. Cycling can be dangerous and has risks involved. By agreeing to these terms and conditions the Hirer accepts responsibility for their own personal health and safety and agrees to ride carefully and within their capability at all times and to cycle sensibly with respect for others and the environment. Hirers are expected to follow the Highway Code and any local bye laws relating to the use of bicycles.
3. The Hirer agrees that they will not operate the eBike or permit the eBike to be operated when under the influence of drink or drugs or medication that could affect their ability to ride safely.
4. The Hirer accepts sole responsibility for their own safety and the safety of others in the Hirers group. MWHP, its employees, partners and/or directors will not be held liable for any death, personal injury or direct loss suffered by a Hirer nor any member of the Hirers group nor any injury or damage to third parties nor any injury damage or loss caused by third parties. MWHP does not provide any insurance cover nor cannot accept any liability for potential liability to third parties or their property. It is recommended that the Hirer take out insurance to cover such liability or ensure that their own insurance covers this.
5. MWHP's total liability to a Hirer shall be limited to the total cost of the hire.
6. MWHP is not responsible to a Hirer if an eBike hire cannot be fulfilled as a result of circumstances which are outside the reasonable control of MWHP.
7. MWHP will provide guidance for the safe operation of the eBike, including instructions on use of gears, brakes, advice on battery function and general riding safety. By signing this agreement the Hirer agrees that they are satisfied with the level of advice provided for the safe operation of the eBike.

Security

1. eBikes must be locked whenever left unattended and should be secured using the lock supplied through the frame of the eBike and then attached to a permanent fixture. Theft of an inadequately secured eBike will be the sole responsibility of the Hirer.
2. The Hirer agrees not to use an eBike for onward hire or reward, nor use it in violation of any law, ordinance or regulation. The Hirer agrees not to take an eBike beyond a 20 mile radius from MWHP except by prior agreement.

During the Hire

1. The Hirer should note that the rear rack is intended to carry light goods only. Do not fill with heavy items as this may affect your balance and steering as well as your safety and comfort.
2. If any of the working parts should become defective whilst riding, the Hirer should stop and contact MWHP.
3. The eBikes should not be used for racing, mountain eBike riding, stunt or trick riding or for any other purpose other than riding to and from a destination. The eBikes are for use on public roads or designated cycle paths only.
4. In the event of a puncture, the Hirer should stop riding and either use the puncture repair kit provided, or call MWHP for advice.
5. If the Equipment is returned after the end of the hire period a late return charge of £10 per eBike will be payable. If a late return prevents the next hire, the value of the next hire will be payable.
6. If the Equipment is returned early there will be no refund.
7. If required to collect an eBike from another location, MWHP reserves the right to make a charge for this not exceeding £100.
8. The hirer is responsible for respecting all UK traffic laws.

Cancellation and Refund Policy

1. If the Hirer is unable to proceed with the hire due to illness or other serious reason, the hire may be transferred to another date agreed between the Hirer and MWHP or a refund may be given at the discretion of MWHP.

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