



# E-BICYCLE HIRE TERMS & CONDITIONS

These terms and conditions ("Terms and Conditions") apply to all hires of electrically-assisted bicycles ("**E-Bikes**") between Cofton Country Holidays Limited ("**Cofton Holidays**" or "**us**") and you (the "**Hirer**" or "**you**") and form part of the agreement between us and you.

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 When used in these Terms and Conditions

**Agreement** means the contract for the Hire of an E-Bike comprising these Terms and Conditions, the Rules of Hire, your E-Bike Booking and our E-Bike Booking Confirmation.

**E-Bike Booking** means your request for us to Hire an E-Bike to you.

**E-Bike Booking Confirmation** means our acceptance of your E-Bike Booking.

**Equipment** means any accessories, attachments, or equipment (including but not limited to cycle helmets, pumps and puncture repair kits) provided by us as part of the Hire.

**Hire** means the hire of an E-Bike by Cofton Holidays to you, the Hirer, under the Agreement.

**Hire Location** means the E-Bike hire location within the Cofton Holidays site.

**Rules of Hire** means the "Rules of Hire" appended to these Terms and Conditions and also viewable at <https://www.coftonholidays.co.uk/terms-conditions>, as updated from time to time and notified to you.

**your group** means any person who may ride an E-Bike Hired by you.

### 1.2 Where these terms and conditions refer to an "E-Bike" they shall be deemed to refer to "E-Bikes" if you Hire more than one E-Bike at any one time.

## 2 AGREEMENT FOR HIRE

### 2.1 The E-Bike let out on Hire, and all Equipment, remains the property of Cofton Country Holidays Limited. You agree that you will not sell, hire out, lend, abandon, or otherwise part with possession of the E-Bike or the Equipment.

## 3 PAYMENT FOR HIRE AND CANCELLATION

### 3.1 By signing this agreement, you agree to pay us the Hire charges (including any late return fees) set out in the E-Bike Booking.

### 3.2 Payment is due at the time you make the E-Bike Booking.

### 3.3 You agree that, if you are responsible under the Agreement for any loss of or damage to the E-Bike or any Equipment, or you fail to return the E-Bike or any Equipment to

the Hire Location, you will pay any costs incurred by us in either recovering and repairing or replacing the E-Bike and the Equipment (whichever we, acting reasonably, believe will be the lowest cost to us).

- 3.4 If you choose to cancel your E-Bike Booking, we will refund 100% of the cost of the Hire provided you cancel at least 24 hours before the start date of the E-Bike Booking. If you cancel on the date of the E-Bike Booking (including if you fail to collect the E-Bike from the Hire Location), we will refund 50% of the value of the Hire (Cofton Holidays Limited may consider reducing or waive this cancellation charge only in exceptional circumstances).

#### **4 CONDITION OF THE E-BIKE ON DELIVERY & DURING HIRE**

- 4.1 Before we hand over the E-Bike to you we will give you an opportunity to examine the E-Bike. By accepting the E-Bike you acknowledge and agree that the E-Bike and any Equipment provided with it by us is (to the extent can be determined by a visual inspection) in good condition in all respects when received by you.
- 4.2 You undertake not to misuse the E-Bike and to return it, and the Equipment, in the same condition as when received (ordinary wear and tear excepted) to the Hire Location on the due date and no later than the time specified on the E-bike Booking Confirmation.
- 4.3 We shall be entitled to recover the cost of any damage caused by you to the E-Bike and any Equipment during the period of the Hire.
- 4.4 In the event of a breakdown of the E-Bike which you cannot reasonably repair with the repair kit which forms part of the supplied Equipment) (e.g. a puncture or un-seated chain), and which is not the result of your misuse of the E-Bike, we will be responsible for all necessary repairs at our expense. We will also use reasonable endeavours to promptly collect the E-Bike and bring it and you back to the Hire Location if the breakdown means you are unable to do so without assistance. If we decide the breakdown is a result of your misuse of the E-Bike, you will be responsible for the cost of repair or replacement.

#### **5 PERIOD OF HIRE AND LATE RETURN**

- 5.1 Where the E-Bike Booking is made on our website or in advance of collection, the Hire commences at the time stated on the E-Bike Booking Confirmation (or the time of collection of the E-Bike from the Hire Location, if earlier).
- 5.2 Where the E-Bike Booking is made at the Hire Location and the E-Bike is collected at that time, the period of the Hire commences at the time of collection of the E-Bike from the Hire Location (which will be stated on the E-Bike Booking Confirmation).
- 5.3 The period of Hire ends at the time stated on the E-Bike Booking Confirmation or when the E-Bike is returned to us at the Hire Location, if later.
- 5.4 If you do not return your E-Bike to the Hire Location by the time stated on the E-Bike Booking Confirmation (which will be the closing time of the Hire Location) we may be unable to charge the E-Bike and ensure it is ready for use the next day. We therefore reserve the right to charge an additional fee if the E-Bike not returned by the stated time.
- 5.4.1 E-Bikes Hired by the half day which are returned late will be charged for a full day.

5.4.2 E-Bikes Hired by the day which are returned late will be charged for an additional day.

## **6 YOUR OBLIGATIONS WHEN YOU COLLECT THE E-BIKE**

6.1 You must provide us with photographic proof of identification (e.g., driving licence, passport) on collection of the E-Bike and any Equipment. You authorise us to take and retain a photo of this identification.

6.2 You are responsible for the use or misuse of E-Bikes by your group.

6.3 By signing this agreement, you confirm that you have read these Terms and Conditions and the Rules of Hire, which form part of and are incorporated into the Agreement) and that you will make each member of your group aware of the terms of these Terms and Conditions and particularly the Rules of Hire prior to allowing them to use an E-Bike.

## **7 OUR LIABILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

7.1 You acknowledge and agree that:

7.1.1 using an E-Bike on a public highway, public footpath, public bridleway, or any other terrain, carries the risk of injury or death;

7.1.2 Cofton Country Holidays Limited recommends the wearing of cycle helmets at all times when riding our E-Bikes, and has offered to provide you and each member of your group with a suitable cycle helmet for the duration of the Hire; and

7.1.3 you have made your E-Bike Booking on the basis that you undertake the Hire at your own risk, subject to the remainder of this clause 7.

7.2 If the E-Bike breaks down due to our failure to maintain it we will refund the cost of the Hire, but we are not responsible for any resultant loss of use or enjoyment arising from the breakdown or other defects in the E-Bike, or other circumstances beyond our control.

7.3 If we fail to comply with these Terms and Conditions, we are responsible to you for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the Hire process.

7.4 We will not be responsible to you where any loss or damage results from your own actions or omissions or those of a member of your group, or where the loss or damage results from the actions or omissions of any third party not connected with the Hire. If your loss or damage is partly due to your actions or omissions or those of a member of your group and partly due to our negligence, we will be responsible only to the extent that our negligence caused the loss or damage.

7.5 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. In particular, nothing in these Terms and Conditions or elsewhere in the Agreement is intended or shall be interpreted as being an exclusion of our liability for death or personal injury suffered by you, any member of your group, or any third party which was caused (and to the extent it was caused) by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Hire.

7.6 Except in respect of liability for death and personal injury or any other liability which by law may not be limited or excluded (in respect of which no limit of liability shall apply), our total liability to you under the Agreement shall be limited to the total cost of your Hire of the E-Bike and the Equipment.

## 8 INABILITY TO FULFIL AN E-BIKE BOOKING

8.1 We will make every reasonable effort to provide the E-Bike booked by you. If we are unable to do so due to an Event Outside Our Control then except as described in clause 8.3, we will not be liable to compensate you, or otherwise responsible for any failure to perform any of our obligations under these Terms and Conditions.

8.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, and includes (without limitation) strikes, lock-outs, or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

8.3 If an Event Outside Our Control affects the performance of our obligations under these Terms and Conditions, and particularly our ability to provide you with an E-Bike at the time stated on the E-Bike Booking Confirmation, we will contact you as soon as reasonably possible to notify you. If we have to cancel your E-Bike Booking, we will either refund your payments or, if you wish and subject to availability, transfer the payment to make a new E-Bike Booking for a time convenient to you once the Event Outside Our Control has ceased to affect our ability to provide you with an E-Bike.

8.4 In the event of our being unable to fulfil your E-Bike Booking (whether due to an Event Outside Our Control or otherwise), our liability to you shall not exceed the agreed cost of cancelled Hire, regardless of the circumstances.

8.5 These terms and conditions are governed by English law. You and we agree that, in the event of a dispute between you and us arising from the Hire, the dispute shall be decided by the English courts.

## 9 OUR RIGHT TO CANCEL THE E-BIKE BOOKING

9.1 We reserve the right to cancel the Hire at any time if we become aware that you have failed to comply with these Terms and Conditions and take reasonable care in the use of the E-Bike.

9.2 If we exercise this right to cancel, we may give you the option to immediately return the E-Bike to the Hire Location. If you fail to do so, or we decide that your misuse of the E-Bike justifies our taking immediate possession of the E-Bike, we will be entitled to charge and you will be liable to pay the "Return to Hire Location" fee. Similarly, if you fail to return the E-Bike to the Hire Location at the end of the Hire, we will be entitled to charge the "Return to Hire Location" fee.

9.3 In the event of the E-Bike being lost or stolen we reserve the right to call upon you to indemnify us for the replacement value of the E-Bike. Should the E-Bike subsequently be recovered in a useable condition, we undertake to refund your indemnity, less the cost of any necessary repairs, within fourteen days of recovery.

9.4 You and every member of your group who may ride the E-Bike Hired by you must attend a pre-hire safety briefing at the time of collection. If for any reason we believe you or any member of your group cannot competently ride an e-bike we reserve the right not to issue them with any cycling equipment. We reserve the rights not to hire e-

bikes or equipment to any person without explanation.

- 9.5 If you commit any breach of the terms of these Terms and Conditions we shall be entitled (without prejudice to any other rights or remedies which we may have) to terminate the Hire of the E-Bike, and recover possession thereof without notice, and to make reasonable charge for such repossession.

**10 DATA PROTECTION**

- 10.1 Unless you have agreed otherwise, we will use the personal details you have provided in making an E-Bike Booking only in connection with that E-Bike Booking. We will keep your personal details secure in accordance with our obligations under the Data Protection Act 2018. We will not give your personal data to any third party unless the law requires us to do so.

**11 MISCELLANEOUS**

- 11.1 These Terms and Conditions together with the Rules of Hire, your E-Bike Booking and our E-Bike Booking Confirmation together 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.
- 11.2 No failure or delay by you or us in exercising any right under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by you or us of any breach by the other of these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.3 This Agreement is a contract between you (as Hirer) and us (Cofton Country Holidays Limited). No other person (including any person who is a member of your group) has the right to enforce any of its terms, apart from Clause 6, which may be enforced by any member of your group. 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.
- 11.4 Our rights under these Terms and Conditions may be waived only in writing by a duly authorised member of staff.

**I have read and understood the Cofton Country Holidays Limited Terms and Conditions for E-Bike Hire and accept these terms and conditions.**

Signed .....

## Rules of Hire

The health and safety of all our guests is of the greatest importance to all of us at Cofton Country Holidays. We aim to ensure that hiring one of our E-Bikes is an enjoyable addition to your holiday with us. Please read and observe the guidelines below, to protect your health and safety and that of other guests on our site and, if you take the E-Bike outside the site, the health and safety of the public.

Cycling (including e-cycling), whether on a public road, a public footpath, or a bridleway, involves personal risk, and you must ride responsibly. You and each individual rider is responsible for their own safety while e-cycling.

**Note:** Cycling on bridleways is usually legal, provided you take reasonable care to respect other users and the owner of the land crossed by the bridleway. Cycling on a public footpath, while not a criminal activity, may be a trespass against the landowner and we recommend you avoid doing this. If you choose to e-Bike on a footpath, please ensure you respect the rights of other people on the path, and the owner of the land.

Bad weather (which may include hot weather), excessive speed, collisions with inanimate objects or other people, rider inexperience or error, and abuse of the E-Bike and other hired equipment may all increase the risk of injury or death while e-cycling.

E-cycling reduces the level of physical exertion required by the rider compared to an ordinary bicycle, but it can still be a strenuous activity. You are responsible for ensuring that you are physically fit enough to follow your chosen route using our E-Bike.

First time and novice e-bikers should use the e-Bike under the supervision of an experienced e-bike rider.

You must not use the e-bike under the influence of alcohol, strong medication, other drugs (prescribed or otherwise) or fatigue.

**Electric bikes must not be submerged in water or ridden in conditions such that the electrical or electronic components are submerged.** Cycling in the rain is fine but deep puddles must be avoided.

Our E-bikes meet the 'electrically assisted pedal cycles' (EAPC) requirements and are treated the same as a normal pedal bike under the Highway Code. This means you can ride our E-bikes on cycle paths and anywhere else pedal bikes are allowed.

We strongly recommend that you always wear a cycle helmet during the hire and provides a helmet, free of charge, with each E-Bike hired.

All young persons (age 17 or younger) **MUST** wear a cycle helmet and they will not be issued an E-bike without one. Users aged 17 or younger will only be issued with equipment when accompanied by a parent or guardian. It is the responsibility of the parent or guardian to ensure that users aged 17 or younger have read and understood these Rules of Hire and that they use the E-Bike as set out in the Rules of Hire.

**It is against the law for a person under 14 years old to ride an e-bike.** All electric bike users must be a minimum of 14 years old.

Bicycle locks are provided, and E-Bikes must be locked to a permanent fixture whenever left unattended. The lock should secure the front wheel and the frame (wherever possible). The E-Bike must be locked to a permanent fixture whenever the E-Bike is left unattended.

We recommend that you always have suitable insurance cover during the period of your hire.

You should notify us immediately of any loss, damage or theft to the hired E-Bikes or Equipment. Please call us on (01626 890111)

Our staff are usually available during office hours OR after office hours by phone (07840 479889) or email (info@coftonholidays.co.uk) to help with any problems during the hire period but the availability of staff cannot be guaranteed.

Please cycle sensibly, with respect for others and the natural habitat. Cyclists are expected to follow the highway code – in particularly the 'Extra Rules for Cyclists' (Rules187-211). Anyone cycling in a discourteous or unsafe manner while in possession of Owner's equipment will have the equipment re-possessed by Owner with no refund of hire charges.

ACKNOWLEDGEMENT FROM EACH RIDER (or parent or guardian)

<https://www.coftonholidays.co.uk/terms-conditions/>