**Scotland Bikes Terms and Conditions**

Bikes and Equipment can only be hired from Scotland Bikes on completion of a Bicycle Hire Form. The signatory of the Booking Form is designated the Hirer. A Booking is made by the Hirer (hereinafter referred to as you) by submitting your completed Booking Form to Scotland Bikes along with your Deposit. Upon acceptance by Scotland Bikes of your completed Booking Form a binding contract is formed between Scotland Bikes, the terms and conditions set out below. We reserve the right not to accept or fulfil a Booking. All Bookings are subject to availability. When a Booking is made by one person on behalf of another person or other people (as the case may be), the person making the Booking confirms to Scotland Bikes that he or she has the authority to make such Booking on behalf of the other person(s) (as the case may be). The Hire Period commences on the day the cycle(s) and equipment is collected by or delivered to you and continues until the cycle(s) and equipment is returned to Scotland Bikes. In this agreement Tour refers to any self-guided journeys you or any members of your group make using the cycles hired from Scotland Bikes under the terms and conditions of this Booking Form. As signatory of this Booking Form you accept responsibility for ensuring that any and all members of the group included in the Hire covered by this Booking Form comply with the terms and conditions below:

**1. Your responsibilities**

1.1 You are responsible for ensuring that you are physically fit enough to undertake cycling any distance using the cycle(s) you have booked. Scotland Bikes does not accept any responsibility for your failure to complete your Hire period or Tour due to lack of fitness, illness or injury. Scotland Bikes does not accept liability for death, personal injury, loss or damage to personal effects to any participant, nor can Scotland Bikes accept any responsibility for delays or changes to your period of Hire or Tour due to weather, strikes, war, terrorism or other causes.

1.2 You accept that cycling on a public highway, cycle route, thoroughfare or track carries its own risks and you have made your booking on the basis that you undertake the Hire and Tour at your own risk. You understand and accept that Scotland Bikes insists the wearing of cycle helmets at all times during your Tour and provides a helmet with each cycle hired.

1.3 You will ride your cycle responsibly at all times. You will not hold Scotland Bikes responsible for any loss, damage or injury including death to persons or property with regard to use of the cycle(s) and equipment hired. You accept responsibility to indemnify Scotland Bikes against any claim, interest, demand or expense in respect of any such injury or damage.

1.4 You will ensure that you have suitable insurance cover at all times during your period of Hire.

1.5 You are responsible for all cycles and equipment hired or loaned and it is your responsibility to keep the same safe from damage, loss or theft, use it in a proper manner and not subject it to any misuse or unfair wear and tear.

1.6 You will notify Scotland Bikes immediately of any loss, damage or theft to the hired cycles or equipment however caused. You will be responsible for paying Scotland Bikes

the reasonable costs of reparation of any such loss, damage or theft.

1.7 You will not offer for sale, sell, dispose, mortgage, lend, pledge or otherwise part with possession of the hired cycle(s) or equipment.

**2. Price and Payment**

2.1 In consideration of our arranging and fulfilling your Hire in accordance with these terms and conditions you will pay Scotland Bikes the total price for your period of

Hire set out overleaf in the Booking Form in advance of the hire commencing.

2.2 Upon placing your Booking payment in full will be made to Scotland Bikes before the period of Hire commences.

2.3 A holding deposit of £100 per Hire will normally be required at the commencement of any hire period, but this may extend to a deposit to the value of the cycle(s) by credit or debit card payment or other surety as deemed sufficient by Scotland Bikes depending on Scotland Bikes assessment of the risk and the value of the equipment. This deposit will be returned at the end of the hire period provided that: I. any cycles and/or equipment hired or used are returned in an undamaged condition to Scotland Bikes. ii. Any cycles and/or equipment hired or used are returned within the arranged hire period and at an arranged time and place to Scotland Bikes. If these terms are not complied with, Scotland Bikes reserves the rights to charge reasonable charges until such time when cycles and/or equipment concerned have been returned to Scotland Bikes. In the case of cycles and/or equipment left or returned damaged, you are responsible for any costs incurred and sustained in replacing or repairing (whichever the cheaper) the items concerned to a condition equivalent to that prior to the Hire. In all cases Normal wear & tear as defined by the products manufacturer or supplier is accepted & allowed and is included in any hire price.

2.4 In all cases, the holding deposit can be used as a deposit against the costs or charges mentioned herein.

**3. Our Liability to You**

3.1 Scotland Bikes has public liability insurance with indemnification in respect of death, injury or loss suffered by cycle users as a result of Scotland Bikes negligence.

3.2 Scotland Bikes will not be liable to you where any alleged loss or damage results from: a) any of your own actions or omissions or those of any member of your party;

b) the action or omission of a third party not connected with the provision of your Tour; or c) an event or circumstances which we could not have predicted or avoided even after taking all reasonable care; d) an action or omission on the part of any accommodation provider or cycle hirer; or e) where any loss or damage is considered to be indirect or consequential loss.

3.3 Scotland Bikes total liability to you under this contract between us shall be limited to the total cost of your Booking.

3.4 Scotland Bikes shall have no liability to you if we are unable to fulfil a Booking due to an event of Force Majeure.

**4. General**

4.1 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.

4.2 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 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.

4.3 These terms and conditions shall be governed by Scottish law, and both of us hereby agree to submit to the exclusive jurisdiction of the Scottish courts.

**5.** Scotland Bikes will not be responsible for any act of negligence, recklessness or endangerment of life caused by a cycle user.

**6.** Scotland Bikes will not be responsible for any fraud, theft or any other criminal activity performed through the use of Scotland Bikes Equipment.

**Insurance**

Cycling is not a low-risk activity. Scotland Bikes requires that you have a travel/medical insurance policy which will specifically cover you while cycling. It is entirely your responsibility to ensure you have the necessary cover before cycling.

Dated: …………………………………………………..Your Name & Signature: …………………………………………………………………………………………………………………………………

**Scotland Bikes Bicycle Hire Form**

* I have read & accepted the full Terms & Conditions of Scotland Bikes.
* I have inspected the bicycle(s) prior to signing this agreement and have checked they are in a satisfactory and safe condition and fit for purpose.
* We will not undertake any manoeuvre which is beyond our level of skill or unsuitable for the bikes capability.
* I fully indemnify Scotland Bikes against injury to myself or any third party.
* I declare that we are in good health and our eyesight is up to the standard required for a road driving test. We are not suffering from any medical conditions or disability which is likely to adversely affect our normal control of the bicycle.
* I accept that cycle helmets have been offered and should I decide not to use them then I accept full responsibility. I have inspected the helmets & equipment prior to signing this agreement for any defects or damage.
* I recognise that cycling can be dangerous and acknowledge the risks involved.
* I understand that in event of a mechanical failure other than punctures, Scotland Bikes will offer a collection service but reserves the right to charge a fee.

(Please print)

Name : …………………………........................................

Mobile: ………………………………….…..........................

ID/Passport/Driving licence Date of Expiry: …………………….…………………………….

Bike model, value: …………………………………………………………………………………………………………………………………………………………………………………………..

Date of booking: ………………………………….Date of bike return: ……………………………………………….Number of days: .......... Number of Bikes: ………………………..

* PHOTO IDENTIFICATION SUPPLIED: Yes/No
* DEPOSIT: ……….……….……….
* HELMETS: ……….
* MAPS: .……………
* LOCKS: ……………
* TOOL KITS: ……….. (Check the seats!)

Please read this disclaimer and if you agree sign below.

I agree with the terms and conditions applied by “Scotland Bikes” to its bike hire activities. I am a competent rider of this type of Bicycle. I totally absolve Scotland Bikes from any liability arising howsoever whilst I am responsible for their bicycle. I indemnify them for any loss or damaged caused. I understand that riding a bicycle is dangerous and I freely accept the liability and all costs arising from injury to myself and third parties. I understand that I should have personal insurance cover. I will test the bike in the presence of the hirer, and will ride only when I am happy that it is in good condition. I understand that components such as brakes, tyres and control cables will deteriorate whilst riding and accept this inherent danger.

Your Signature: ……………………………….......... Dated: ……………………………………..

Where did you hear about Scotland Bikes? ..................................................................................