



## Public Cycle Hire Terms and Conditions

1. This agreement is between the “Hiree(s)” whose details are set out below and the “Hirer” who is “In2Gear CIC” operating as a community interest company on a not for profit basis.
2. The Hiree(s) agrees and acknowledges that the cycle(s)/equipment they are hiring are fully fit for purpose and they are fully satisfied with the condition of the cycle(s)/equipment at time of commencement of hire.
3. The Hiree(s) agrees to take reasonable care of the cycle(s) whilst in their possession and understands that the cycle(s) are not appropriate for extreme cycling (for example, freeriding, down-hilling or dirt jumping) or any kind of on or off road race or competitions of any kind.
4. The Hiree(s) warrants that all riders of cycle(s) covered under these terms and conditions are physically fit and competent to perform the act of cycling and will take full responsibility for ensuring the safe use and operation of the cycles they have hired.
5. The Hiree(s) warrants that they are competent and/or qualified to take responsibility for any other cycles and cyclists that may be subject to these terms and conditions through use of hired cycles and equipment.

*Note: If any Hiree(s) is unsure of the competency of the cyclist(s) in question or is concerned about their own ability to lead other cyclists safely, they should seek appropriate training before riding or hiring. It is **not** the duty of In2Gear CIC to ensure training is undertaken by any individual.*

6. The Hiree(s) agree to take reasonable care of all accessories hired with the bicycle and undertakes to return them on completion of the hire period in the condition in which they were supplied.
7. The Hiree(s) agrees to pay In2Gear CIC a deposit per bicycle and accessories as detailed on the In2Gear CIC rate card applicable at the time of hire and understands that full refunding of the deposit is conditional on the return of hired items in a state equal to the condition at the time of the initial hire - fair wear and tear excepted.
8. If you are late bringing the cycle(s) back, you will be charged a fee of £5.00 per half an hour.
9. The Hiree(s) agrees to inform In2Gear CIC immediately of any loss, fault or breakdown of any cycle(s) whilst in their possession or control. In2Gear CIC will not pay for repairs carried out by others unless agreed in advance.
10. Loss or theft of cycle(s) and or equipment/accessories whilst in the care of the Hiree(s) must be reported to the Police and In2Gear CIC immediately it is safe and possible to do so. A crime number must be obtained in all cases. In cases of loss or theft the Hiree(s) deposit is immediately forfeit and will not be refunded. (See 10 Below)
11. If a stolen cycle or Accessory is subsequently recovered in ‘as hired’ working order within 14 days of the loss part or all of the Hiree(s) deposit may be returned at the discretion of In2Gear CIC.



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12. The Hiree(s) agrees to report any repair or injury associated with the use of any cycle(s) or accessories in their control no later than the end of the hire period.
13. Where cycles are returned in a damaged state, other than from fair wear and tear, an assessment of the damage will be undertaken by In2Gear CIC staff and the Hiree(s) will be charged for the full cost of repairing the affected cycle(s) using the In2Gear CIC standard repair rate card and parts price list prevailing at the time.
14. It is accepted that cycles become dirty with use especially in inclement weather. In2Gear CIC expects due care to be taken of hired equipment. Cycles returned with excessive dirt/mud/fouling will be subject to a £10 cleaning charge.

The Hiree(s) undertake **NOT to use JET or PRESSURE WASHERS** of any form to clean hired cycles or equipment at any time. *(These methods of cleaning can cause more damage to cycles than riding them!).*

15. The Hiree(s) agrees to follow the Highway Code for cyclists as far as is applicable when cycling on public roads, and, whilst cycling on off-road paths, to follow any best practice guidance given by appropriate persons/organisations or In2Gear CIC employees – especially in reference to areas that are unsuitable for cycling or where cycling is prohibited or should not be ridden on.
16. The Hiree(s) agrees to indemnify and defend In2Gear CIC against any claim howsoever caused as a result of the use or misuse of the hired cycle(s) whilst in the possession of the Hiree(s) or any other individual.

**“I agree to the terms and conditions of hire as set out above”:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_