

## The SU Bath Bike Scheme

### Hire Agreement and Terms and Conditions

This is a hire agreement made between us, The SU Bath and you, the person named below:

Full Name:

Username:

Signature:

Date:

#### **Key Information**

Bike Number:

Bike Frame:

Lock: Red MasterLock D-Lock Number:

Hire Period From:

Until:

#### **Terms and Conditions**

##### **1. These Terms**

These are the terms and conditions on which we are supplying the hire bicycle and associated equipment ("keys & padlocks") described above ("the bicycle") to you for your personal hire. Please read these terms carefully before you sign them. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

##### **2. Who We Are**

We are the University of Bath Students' Union. Our office is located in Students' Union, level 3, Activities office, University of Bath, Bath, BA2 7AY. You can contact us by telephoning 01225 383775, 01225 383763 or 01225 384106, or by email [subathsport@bath.ac.uk](mailto:subathsport@bath.ac.uk).

If we need to contact you we will do so by telephone or in email to the information you have provided us.

##### **3. Hiring the Bicycle**

We will hire the bicycle to you, subject to terms and conditions of this agreement, for the duration of the period of hire specified above.

We are entering into this agreement with you. The use of the bicycle is personal to you and you alone.

##### **4. How this hire agreement is formed**

This agreement will take effect when you sign a copy of this agreement on the collection of the keys for the bicycle. Keys can be collected from SU Activities office between 10-3 Only.

## 5. The Bicycle

The Bicycle may vary slightly from the pictures displayed in marketing.

The bicycle shall at all times remain the property of the SU and you have no right, title or interest in it (except as granted by this agreement). You shall become responsible for the bicycle when you collect the keys from us. You shall be entitled to enjoy possession of the bicycle during the period of hire, other than in accordance with our rights under this agreement or applicable by law.

The bicycle provided under this agreement is insured by us against loss or theft. You are required to take images of the bicycle properly secured with the padlock as stated on the Bike return checklist. If theft or loss occurs due to the bicycle not being properly secured you could be held liable.

You have the right to inspect the Bicycle prior to signing this agreement. In the event that something goes wrong with the bicycle (greater than general wear and tear or routine maintenance as set out in clause 9) and it is not caused by your breach of your obligations under this agreement ("Faulty"), then please get in touch with us and we will assess the position. If we deem that the bicycle is faulty, we will repair or replace the bicycle as soon as reasonably possible. We will act reasonably in determining whether a bicycle is faulty.

The Consumer rights Act 2015 says that goods must be described, fit for purpose and of a satisfactory quality. During the period of hire, if the bicycle is faulty you have the right to terminate the agreement.

## 6. Your obligations

During the hire period, you will:

- i. Not damage the bicycle in any way;
- ii. Keep the bicycle in your possession;
- iii. Ensure that the Bicycle is kept safe and is used only for the purposes for which it is designed and is used in a proper and safe manner at all times and not for any unlawful purpose;
- iv. Not alter the bicycle (excluding adding **temporary** lights) or remove any components or parts from the bicycle without our prior written permission (except in the course of routine maintenance);
- v. Not use the bicycle when under the influence of alcohol or any other substances;
- vi. permit our representatives access to the bicycle at all reasonable times for the purpose of inspecting
- vii. notify us immediately on one of the telephone numbers set out in clause 2 in the event that the Bicycle is stolen, lost or damaged whilst hired to you under this agreement;
- viii. repay us for loss of or damage to the bicycle, keys or padlock whilst in your possession where appropriate action hasn't been taken to keep the bicycle and associated equipment safe.
- ix. Not sell or dispose of the bicycle and will not allow it to be seized in satisfaction of your debts or for any other legal process and will indemnify us against all losses, costs, claims, damage and expenses or legal action by third parties that we incur howsoever occasioned by your breach of this clause 6 (ix);
- x. Return the bicycle and associated equipment from where you obtained the equipment at the end of the period of hire. Failure to do so could result in financial ramifications.

## **7. Liability and indemnity**

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract 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 it either 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 sales process.

We shall not be liable to you or any other person for any loss, injury or damage which results from improper use of the bicycle by you, including any use which breaches the terms of this agreement. In signing this agreement you agree to fully indemnify University of Bath Students' Union against any losses, costs, claims, damages, expenses or legal action by third parties that we incur arising out of the use of the bicycle whilst hired to you under this agreement.

## **8. Theft**

In the event of theft you will only be liable if you are unable to prove the safe and correct storage of the Bicycle.

## **9. Maintenance**

You will be responsible for the appropriate maintenance of the Bicycle if the hire period is more than 1 week. Maintenance in this scenario includes checking tyre pressure, chain, gears and breaks before each use. If you notice any issues with the maintenance areas stated in Clause 9 then please do not use the bicycle and return it to the University of Bath Student's Union for professional maintenance. If you acquire a puncture within the period of hire it is your responsibility to fix it yourself.

## **10. Your rights to end this agreement**

You may immediately end this agreement at any time between the time you collect the keys and upon inspecting the bicycle. Additionally you may terminate the agreement at any time before the end of the period of hire by returning the bicycle to us in satisfactory condition (as specified in clause 12) and confirming you wish to terminate the agreement.

## **11. Termination**

This agreement will terminate at the end of the period of hire set out in this agreement.

We shall be entitled to terminate this agreement with immediate effect in the event that you leave the university, materially breach any of its terms and conditions, suffer bankruptcy order to be presented against you, call any meeting of your creditors or execute any assignment for their benefit. In the event of such termination, we shall serve written notice to you and you shall be obliged to return the bicycle within 3 calendar days of such notice being issued.

## **12. Return of the bicycle**

You will return the bicycle to us in good condition (fair wear and tear excepted). On return of the bicycle under this clause we will carry out an inspection of the bicycle in accordance with our wear and tear checklist. Failure to return the bicycle by the end of the hire agreement, without written permission from University of Bath Students union to extend, may result in action being taken against you.

### **13. Safety**

Whilst riding the Bicycle you are responsible for your own safety at all times. We recommend hirers receive cycle training prior to riding the bicycle and wear a helmet when riding, however these recommendations are at the hirers discretion and we accept no liability to not follow these recommendations.

The Students Union have temporary bike lights that can be provided upon request. If you know you will be riding the bike at darker periods we recommend you make use of this service. If the hirer decides against using lights we accept no liability. In addition if the SU does not have lights available, the hirer will be responsible for finding their own or should not ride the bike at night. The SU will not accept responsibility.

### **14. Other important terms**

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

We shall be entitled at any time to assign the benefit of this agreement provided that this does not detrimentally affect your rights under it. You may not transfer your obligations under this agreement without our prior written consent.

We will use the personal information you provide us to supply you with the bicycle, if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

### **15. Associated costs**

The hirer will be responsible for costs associated with general maintenance of the bike as stated in clause 9.

If any of the equipment below is not returned, you will be responsible to pay for a replacement. The costs associated are below:

Missing key: £5

Missing padlock: £15

Missing lights: £5

You may be liable for the cost of a bike if an event occurs as set out in clause 8. The individual will be contacted with the associated cost.