

## 1. General

### Definition of the Law

This Contract is an agreement the hire of bicycles and accessories (The "Equipment") and will be governed by English law.

The parties to the contract are:

- (i) The first person named is (the "Hirer")
  - (ii) Astounding Adventures ( the "Supplier")
  - (iii) Where the hirer is not an individual acting in person, the person whose the first person named that appears on the form (the "Signatory").
- No variation or addition to this contract shall be effective. If any condition is held to be invalid the others will not be affected. A decision not to enforce any condition will not constitute a waiver of the supplier's rights.

### (b) Extent of the Contract and nonassignability

The contract will be effective when the Hirer places a detailed order and the Supplier has accepted it. The Contract is not assignable.

### (c) Maximum period of hire

If the Hirer is an individual, partnership or an unincorporated body the contract will at latest terminate upon its expiry in one month from the day of commencement.

### (d) Termination of the contract

If the Hirer is in breach of the contract, the supplier may terminate the Contract and repossess the equipment without affecting any rights to recover moneys due including damages for breach of the Contract or any other remedies.

### (e) Ownership of the Equipment and Goods

The Equipment remains at all times the property of the supplier.

The Goods remain so until receipt of payment in full.

## 2. Hire Charges

### (a) Basis of charging

Charges and commencement dates, are as stated on your booking and charges include Saturdays, Sundays and Public holidays until the Equipment is returned.

By completing this booking, you will be charged for the hire period you have specified in advance. Any extra period may be settled at the return of the equipment/bicycles. If the equipment/bicycles are returned during normal closed hours if there are extra charges he/she/you authorizes the Supplier to debit the amount due from the credit/debit card company for settlement.

### (b) Time for payment and VAT

The Hirer will pay all moneys due, including VAT where applicable, on demand. The Hirer will be liable for any reasonable legal charges incurred by rise Supplier in the recovery of the amounts due.

### (c) Deposits

A security deposit equal to 20% of the retail value of the bicycle and/or Equipment is required before hire. This is pre-authorized from your credit card and returned when the Equipment is returned. Your credit card details will also be held as a deposit for the Equipment/bicycles that are hired from us. The primary hirer pays for the hire period they have booked, by supplying credit/debit card details to the Supplier (electronically or otherwise) he/she authorizes the Supplier to debit the amount due from the credit/debit card company for settlement of any monies owing.

### (d) Delivery and collection charges

Delivery and collection service subject to availability. Some delivery locations are subject to a delivery charge (see web site for examples). For point to point rides the greater delivery fee will charged. Bookings for single bikes are subject to an additional delivery charge of £5.00.

Deliveries and collections are made within a 20 minute time window agreed at the time of booking. If you are late for collection we charge a £10 penalty for each half hour, or part half hour, following the end of the delivery window.

## 3. Hirer's Responsibilities

### (a) Proof of ID

The Hirer agrees to provide photo proof of ID. This should be a passport or driving license. No other forms of ID will be accepted. These are held by the Supplier and returned at the end of the hire period. The also Hirer agrees for the Supplier to take a photograph of the Hirer at the beginning of the hire period.

### (b) Damage or loss costs

The hirer will pay for Equipment loss. Severe damage or Equipment loss will result in charging full replacement costs. Hire charges will accrue until settlement is made. The Hirer will also pay the cost of repairing damaged Equipment beyond normal wear and tear. This will be deducted from your deposit and includes snapped chains, buckled wheels, as well as any crash damage, significant scratches, dents, plus breakages of any component that requires replacement for it to function correctly. We do not aim to make a profit from damages, only to cover the cost of the parts and workshop time. Parts are charged at cost, and labour at our standard rate with the following exceptions:

- Minor damage to the frame and forks is charged at 5% of the Manufacturers Retail Price of the bicycle;
- Major damage to the frame and forks is charged at 10% of the Manufacturers Retail Price of the bicycle;
- Where the frame or forks are written off, 50% of the Manufacturers Retail Price of the bicycle;
- Where both the frame and forks are written off, 100% of the Manufacturers Retail Price of the bicycle;

(c) Delivery inspection and receipt of Equipment and Goods

The Hirer/signatory will examine the Equipment or goods at physical hand-over to ensure satisfaction, any defects of the Equipment must be drawn to the suppliers attention at this time.

(d) Return of Equipment

Equipment may be returned during normal business hours to the prearranged collection point.

(e) Security of Equipment

The Hirer assumes responsibility for the Equipment and undertakes not to sell, rehire or part with possession, alter, repair or modify it in any way.

(f) Lost or Stolen Equipment

The Hirer agrees to insure the Equipment against all risks on a new for old basis with any claim, settlement receipts from an insurance company or other source being held in trust for payment on demand. This liability is without prejudice to any Suppliers rights under the contract. Equipment purchased to replace lost or stolen items/Equipment is the property of the Supplier.

(g) Maintenance of Equipment, and breakdown procedures

The Hirer is responsible for safety, safe use, serviceability and cleanliness of the Equipment throughout the hire period and must immediately notify any breakdown or shortcomings to the Supplier without attempt of repair.

(h) Signatories Warranty

The signatory warrants that he/she authorized by the Hirer to enter into rise Contract and indemnities the Supplier against all losses and coats incurred if such authority is misrepresented.

## 4. Safety Procedures

(a) Acknowledgement of safety instructions and safe use. The Hirer/user when cycling on the highway must observe the UK. Highway Code at all times.

(b) The Hirer must be in good physical health, the Supplier cannot be held liable for any medical condition that might be aggravated by physical exertion.

(c) The hirer indemnities the Supplier against any expense liability, loss or claim proceedings for any personal injury and damage to or loss of any property arising from or in connection with the Contract. Subject to the above the Supplier will be liable for any negligence in the performance of its obligation under this Contract.

(d) The Hirer accepts that cycling is inherently dangerous.

(e) If you are involved in an accident do not make any admission of liability.

(f) If you are involved in an accident do not make an offer to pay the other persons claim.

(g) If you are involved in an accident do not attempt to negotiate a settlement with the other person without the Suppliers consent.

## 5. Supplier's Responsibility

Supply of Equipment and Goods and limitation of liability.

Liability for claims made by the Hirer will not exceed the period hire charges of Goods, or nor extend to any consequential or financial loss, liability caused by late or non-delivery of Equipment and/or Goods or it's unsuitability, breakdown or lawful repossession. The Supplier may substitute items of similar quality, specification or performance when necessary.

## CANCELLATION

We accept cancellations up to, but not including, the day before the hire period is due to start. After this you will be charged the first 24 hour rental fee. This fee is nonrefundable, the balance of the hire period will be refunded to your account.

## REFUND POLICY

Full refunds will be made up to, but not including, the day before hire period is due to start minus £5.00 administration charge.

Contact us by e-mail, [enquiries@astoundingadventures.co.uk](mailto:enquiries@astoundingadventures.co.uk) or telephone 0333 121 2125.