

THE LEGAL AGREEMENT

Alton Town Council E-bike Loan Terms & Conditions.

Bikes can only be loaned from Alton Town Council after signing the Booking form agreeing to these Terms and Conditions. The signatory of the Terms & Conditions for each Booking must also be the ID holder and Primary Loaner. A Booking is made by submitting your completed Booking Form along with your credit card details as security. Upon acceptance of your completed Booking, a binding contract is formed between the Loaner ("You" hereafter) and Alton Town Council ('We' hereafter) on the terms and conditions set out below. The Loan Period commences on the day the e-bike and equipment are collected and continues until the e-bike and equipment are returned. You accept responsibility for ensuring that any, and all, users of Alton Town Council equipment and e-bike included in the Loan covered by this agreement, comply with the terms and conditions below (where 'You' refers to all cyclists).

The e-bike supplied under this scheme is a Carrera Crosscity Folding Electric Bike. This is an adult e-bike which offers up to 30 miles of power assistance on a single charge. An owner's manual is supplied with the e-bike.

1. Your responsibilities

1.1 You are responsible for ensuring that you are physically fit enough to undertake cycling any distance using the e-bike you have booked. We do not accept any responsibility for your failure to complete your Loan period or chosen route due to lack of fitness, illness or injury.

1.2 You accept that cycling on a public highway, e-bike route, thoroughfare or track carries its own risks, and you have made your Booking on the basis that you undertake the Loan at your own risk. You understand and accept that the wearing of a bike helmet at all times during your rental is required. You are responsible for providing your own helmet.

1.3 You will ride your e-bike responsibly at all times. You will not hold Alton Town Council responsible for any loss, damage or injury including death to persons or property with regard to use of the e-bike(s) and equipment loaned. You accept responsibility to indemnify Alton Town Council its associates or agents, 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 Loan.

1.5 You are responsible for the e-bike and equipment 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. You are responsible for the repair of any punctures during the loan period for which a repair kit is provided. There are also three cycle repair stations in Alton, one at Jubilee Fields, one at the top of Station Approach and one in Market Square.

1.6 You will notify Alton Town Council immediately of any loss, damage or theft to the loaned e-bike or equipment however caused. You will be responsible for paying reasonable costs of reparation of any such loss, damage or theft.

1.7 You will not offer for sale or otherwise part with possession of the loaned e-bike or equipment.

1.8 The e-bike comes with lights which must be used when riding at night or in poor weather conditions.

1.9 The e-bike comes with a lock. The e-bike must be secured at all times when not in use and must be kept undercover in a secured locked facility overnight.

1.10 The e-bike is supplied to you fully charged. It has a range of up to 30 miles and you are responsible for the cost of recharging the bike during the loan period. We would request your return the e-bike fully charged, if possible upon return.

2. Price and Payment

2.1. You are responsible for returning the bike, lights, charger, owners manual, pump and lock to the point of Loan unless agreed by prior arrangement.

2.2 Any unreturned items will be charged to you.

2.3 Any e-bike and/or equipment loaned or used returned in a damaged condition will be charged to you. If these terms are not complied with, we reserve the rights to charge reasonable charges until such time when e-bikes and/or equipment concerned have been returned. In the case of e-bike 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 Loan. In all cases Normal Wear & Tear as defined by the products manufacturer or supplier is accepted.

2.4 In consideration of our arranging and fulfilling your Loan in accordance with these terms and conditions you agree to lodge a credit card with us for your period of Loan set out on the Booking Form in advance of the Loan commencing. No monies will be taken from this card unless the bike is either a) not returned or is b) returned damaged. The value of the e-bike is £999. If the bike is not returned or is returned as a write-off this is the maximum charge which would be made. If the bike can be repaired you will be advised of the likely costs, which you may be able to reclaim on your own insurance. The lock, lights and charger are all valued at under £50 each.

3. Our Liability To You

3.1 The bike is checked prior to any Loan term. At all times you accept that cycling has inherent risks and that all equipment may fail. You accept responsibility to ensuring the e-bike is roadworthy and of sound condition before embarking on your Loan Period or journey.

3.2 We will not be liable to you where any alleged loss or damage results from:

- (a) any of your own actions or omissions;
- (b) the action or omission of a third party not connected with the provision of your bike;
- (c) an event or circumstances which we could not have predicted or avoided even after taking all reasonable care; or
- (d) where any loss or damage is considered to be indirect or consequential loss.

4. General

4.1 Any notice required or permitted to be given by either of us to the other under these terms and conditions shall be in writing.

4.2 No failure or delay by either of us in exercising any of its rights under these terms and conditions shall be deemed to be a waiver of that right, and no waiver by either of us of any breach of these terms and conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

4.3 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.

4.4 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.

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

Alton Town Council Privacy Statement – Personal information we collect and use:

WHAT INFORMATION DO WE COLLECT?

Alton Town Council collects and uses your information to help deliver a good service. We may request that you voluntarily supply us with personal information, or you may choose to provide us with your personal information by emailing or by signing our Terms and Conditions. Generally, this information is requested or provided when you want us to provide you with information or for contacting in the event of a mechanical fault. We will only collect the information that we need to deliver a service to you.

We may gather the following information about you:

Name

Email address

Telephone number

online identifiers (ie IP address/usernames)

HOW LONG DO WE KEEP YOUR INFORMATION?

We only keep your personal information for as long as we need to, to be able to use it for the reasons given in this privacy notice, and for as long as we are required to keep it by law. We will only keep your information for a limited period and your details will not be kept longer than is reasonably necessary or as required by law.

HOW DO WE PROTECT YOUR INFORMATION?

We take appropriate technical and organisational measures to ensure that your personal information disclosed to us is kept secure, and kept only for so long as is necessary for the purposes for which it is used. We do not share your information with any other parties.

We may change our privacy policy from time to time. Please check it occasionally to ensure that you are aware of the most recent version that will apply when you access this website.