

E-Bike Rental Agreement – Broomwagon Cycle Tours

AGREEMENT

I (Customer) have carefully read this agreement in its entirety and understand its content. I am aware this is an assumption of risk, waiver and release of liability and I sign it voluntarily.

Signature: _____

Full Name (Block Capitals): _____

Date: _____

FINANCIAL ASSURANCE

Customer agrees to provide Broomwagon Cycle Tours with credit card details for precautionary use:

I authorise Broomwagon Cycle Tours to charge the credit card submitted for all eventual costs in case of damage to the e-Bike(s) during my rental period, comprehensive of labour, except in the case that I can demonstrate other's faults with evidence and all necessary information for reimbursement. In case of theft, I will be responsible for reimbursing Broomwagon Cycle Tours for the original price of the e-Bike(s), plus the cost of any accessories that were provided at the time of the eBike(s) rental.

Please note, we are not responsible for the recovery of the eBike(s) in the event of an unplanned event which is outside of our control, namely:

- Rider capability – the rider is not capable of riding a bicycle effectively.
- Ride schedule – the rider is not meeting their schedule and needs to abort the trip and not return the bike to base.
- Battery discharge – route planning and preparedness leaving the rider without electrical power.
- Puncture – an everyday eventuality associated with bicycle riding which the renter will have been equipped to repair.
- Fatigue – the rider is not in a condition to ride a bicycle effectively.
- Accident – where an accident prevents further travel.

If the bike fails because of technical malfunction, we will arrange for repair or repatriation of the bike and associated rider which may be at the hirers' cost which is at Broomwagon Cycle Tours' discretion.

RENTAL AGREEMENT AND POLICIES

I hereby acknowledge and agree to the following rental agreement terms and conditions:

- Broomwagon Cycle Tours' eBike(s) are rented out clean and in proper working condition and must be returned in the same manner.
- Instruction will be provided in the use of the eBike(s) including the particularity of the electric assist technology, battery charging, etc.
- eBike(s) are rented with a battery charger, but no spare batteries. It is the responsibility of the customer to ensure that they understand the limitations of the bike, range display, and travel within the relevant range. Customers envisaging journeys requiring the logistics of battery replenishment should discuss this with Broomwagon Cycle Tours and agree on an appropriate plan.
- eBike(s) are rented with equipment to fix punctures and perform minor adjustments. It is the responsibility of the customer to resolve issues through their own resources while the bike is under their possession. Broomwagon Cycle Tours will aid where possible.
- Helmets are required to be worn always while riding rented eBike(s).
- eBike(s) are maintained in a roadworthy condition; however, it is the responsibility of the customer to check the bike before setting out on any ride.
- Customer accepts the use of the equipment as is and accepts full responsibility for the care of the equipment while under his/her possession.
- Customer agrees to return the bike in clean, undamaged condition to avoid any additional charges for the repair, maintenance or replacement.
 - eBike(s) should be returned clean of mud and debris – normal road grime is accepted. Any eBike(s) not returned clean may attract a cleaning fee.
 - Undamaged condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes. Damaged parts or components will be repaired/replaced at Broomwagon Cycle Tours' discretion and the customer agrees to pay regular bike shop rates and retail prices for components replaced.
- Hourly and Daily rentals are due back promptly. Late returns are subject to fees. eBike(s) not returned will result in a full charge at current RRP for its replacement.

- Broomwagon Cycle Tours are not responsible for the recovery of the eBike(s) in the possession of the customer. This may be performed but it is at the discretion and terms laid out by the company.

BROOMWAGON CYCLE TOURS ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

Assumption of Risk: I understand and accept that renting this eBike(s) and participating in bicycling exposes me/my child to many hazards that may entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I/my child should be in good physical health to participate in bicycling, and I confirm that I/my child have no significant health issues that prevent me/my child from participating in bicycling. I/my child have no medical conditions, nor have I/my child been diagnosed with a condition that prevents me from bicycling. In spite of the aforementioned risks and acknowledgments, I hereby assume all risk of injury or loss of life to myself/my child and loss of or damage to property arising out of renting this e-Bike and participating in bicycling. I understand the inherent risk involved in using this rental bicycling equipment and accept full responsibility for any and all such damage or injury which may result.

Waiver and Release: In consideration of Broomwagon Cycle Tours renting me/my child this bicycle, I specifically release and forever discharge Broomwagon Cycle Tours and its affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I/my child may suffer while renting this eBike(s) and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Broomwagon Cycle Tours or its affiliates, officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release Broomwagon Cycle Tours and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Broomwagon Cycle Tours or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully realise that if injury, illness, death or damage occurs to me/my child while I am engaged in renting this e-Bike or participating in bicycling, I will have no right to make a claim or file a lawsuit against Broomwagon Cycle Tours or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury/my child's injury, illness, death or damage.

I realise the importance of wearing a helmet. A helmet must be worn at all times. I understand that this activity may result in severe injury, including but not limited to spinal or head injury. I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions.

Broomwagon Cycle Tours has answered any questions I have had.

I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.

By confirming for a minor, I am agreeing that I am their parent or legal guardian and am releasing Broomwagon Cycle Tours from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this agreement for use of eBike(s) and release and waiver of liability.

Furthermore, I agree to the terms of the Broomwagon Cycle Tours – bicycle rental agreement above.

CANCELLATION POLICY

If you wish to cancel before your hire pick-up time, you must cancel by emailing us at mark@broomwagoncycletours.co.uk. If you choose to cancel a prepaid reservation 48 hours prior to the hire pickup time, we will credit you 50% of the full prepaid amount, or you can choose to reschedule the hire to another date. Once canceled, we will credit you within approximately seven business days. Credits will be applied to the same method with which you prepaid.

If you do not cancel the reservation prior to the time of pick-up and the eBike(s) is not picked up on the rental date, no portion of the prepaid amount will be refunded. If you return the eBike(s) before the original return date, you will not be refunded any portion of the payment.