

ALL BIKES MUST BE COLLECTED FROM AND RETURNED TO THE HIRE BASE COLLECTED FROM

# **Bike Hire Terms**

## **Bike Hire Agreement: Terms and Conditions**

These Terms and Conditions form part of the Agreement made between Fyne Futures Ltd trading as Bike Bute and the hirer.

It is hereby agreed as follows:

Bike Bute rent bikes booked in advance, from their premises at Rothesay Ferry Terminal and Port Bannatyne Marina

#### **Booking Hire Bikes**

All hire bikes must be pre-booked and paid for online via <a href="https://www.fynefutures.org.uk/bikebute">www.fynefutures.org.uk/bikebute</a> Each hire bike is individually listed on the website and multiple different bikes can be reserved on the same booking form.

#### **Payment**

Payment for the full period of bike hire must be made with the online booking. Card details are retained to facilitate a security deposit of £50.00 which will not be taken unless the terms & conditions have not been adhered to by the hirer. A receipt is emailed immediately the booking is made. A confirmation email with further details of location and collection times will be forwarded within 24 hours.

Last minute: Clients wishing to hire bikes on the day must still book online prior to collection to ensure availability of the bike(s).

#### Cancellation of a Bike Hire Reservation

No refunds will be given for any bike hire or tour cancellation for whatever reason unless the booking falls under Consumer Contract Regulations, in which case:

When placing an order on line you have the right to cancel the order within 14 days of placing the order under the *CONSUMER CONTRACT REGULATIONS*, implemented in June 2014. All cancellations within this 14 day period must be sent by email

to <a href="mailto:enquiries@fynefutures.org.uk">enquiries@fynefutures.org.uk</a> stating the order number, date to which the order appertains and the name of the person who placed and paid for the order. Refunds will be made directly to the original payment method, and may take several days. However, a charge will be levied of £10 per bike hired, to cover costs incurred in handling the online order/administration and re-listing on the web site <a href="www.fynefutures.org.uk/bikebute">www.fynefutures.org.uk/bikebute</a> of the products/services cancelled.

#### **Pandemics**

Refunds will not be made for bookings unable to be utilised due COVID19 self-isolation requirements. Bookings can be rescheduled for isolation period concludes and are to be made within a rollover period of twelve months. Please contact 01700 503181 or <a href="mailto:enquiries@fynefutures.org.uk">enquiries@fynefutures.org.uk</a> to re-arrange as these changes cannot be made via the website.

## **Late/Early Returns**

Unless previously agreed with Bike Bute, all bikes/equipment must be returned by 18.00 at Rothesay Pier and 17.00 at Port Bannatyne Marina.

A charge for the late return of bikes of £10.00 per hour or part thereof will be made.

Full or partial refunds will not be given for the early return of hire bikes under any circumstances including adverse weather conditions.

## **Delivery/Collection Service**

Delivery and collection to other locations can be arranged for a supplementary charge dependent on the mileage involved. This service is not available to be booked online and is subject to driver availability.

#### **Rental Bikes and Equipment**

By accepting the bike(s)/ equipment the hirer accepts that they are in good technical, safe and clean condition and must be returned in the same condition. Bikes and equipment hired remain the property of Bike Bute. The hirer is obliged to take good care of the bike/equipment hired and take all precautions necessary to protect from damage or theft. All the bikes are regularly maintained and inspected prior to each hiring as the safety of the client is paramount. It is the hirer's responsibility to double check the bike and reports any damage prior to setting off. On return a representative of Bike Bute will examine the bikes/equipment and if there is no damage or loss will confirm the cancellation of any credit card deposit taken. If for any reason a full inspection cannot be undertaken on their return, Bike Bute reserves the right to inform clients within seven days of the return of any damage found and invoice the hirer accordingly.

Should any damage be sustained to the bike or components during the hire period, the hirer is responsible for the full replacement cost at current market price of the whole or part of

the bike so damaged. The hirer is responsible for the full replacement cost of the bike/equipment if it is lost or stolen during the hire period. It is recommended that the hire bike is kept in sight at all times. If you wish to transport the hire bikes to another location, this can only be done in a van, estate car or via a correctly rated mounted bike rack. If the wheels are removed, this is entirely at the hirer's risk. Should any damage to the bike occur such as scratches to the frame and decals or any other damage, the hirer will be responsible for repairs as quoted by Bike Bute.

Under UK law E-Bikes are not to be ridden on public roads by children under 14 years of age.

Road and hybrid bikes must not be used on mountain bike trails and must not be taken onto sand on the beaches.

### **Electric Bikes and Battery Care**

E-Bikes should not be ridden through deep water or streams. Water ingress will damage the motor and battery.

#### **Collection of Bikes/Equipment**

Hire bikes are to be collected and returned to Bike Bute on Isle of Bute during hours of business:

Collection/Drop Off	Rothesay	Port Bannatyne
Collection only	10am – 10:45am	9am – 9:45am
Collection/Drop Off	2pm – 2:45pm	1pm – 1.45pm
Final Drop Off	6pm	5pm

You choose a time to collect the bike(s) at point of booking, and this is confirmed in the email you receive upon booking. If for any reason you are unable to make the agreed time, notice must be given at the earliest opportunity. You may experience delay with an alternative collection time as we need to allow sufficient space between individual clients. No refunds will be issued as a result of missed collection times

A fee of £10 per hour or part thereof will be charged for any late return. Full or partial refunds of bike hire will not be given under any circumstances including adverse weather conditions.

Any bikes not collected by within 45 minutes of booking time (unless by prior arrangement) will be deemed as not required by the hirer and will be returned to storage. Refunds will not be made.

#### **Liability in case of Accident**

Bike Bute does not provide cover nor accepts any liability to third parties for damage caused to others or their property. It is recommended you have adequate insurance cover or

ensure that you are covered by your holiday insurance policy. It is recommended that you carry personal identification and insurance documents whilst cycling.

Bike Bute does not accept any liability for any damage caused or injury to the hirer during the hire period. We recommend that helmets are worn at all times whilst cycling. These are available to hire as an accessory. We advise that all cyclists ride within their own capabilities and fitness levels.

We recommend that clients carry a mobile whilst cycling. Bike Bute contact number is 07483 330910. For emergency services contact 999!

#### **Civil Responsibility and Limitations**

The hirer is responsible for respecting existing UK traffic laws. The hirer is responsible for all damages that occur whether to himself or anyone else within the rental period. Bike Bute does not accept liability for any claims by third parties regarding accidents, wounds, blows or damages caused by the hirer, nor to their property, or loss of objects for whatever reason outside of the control of Bike Bute.

## **Agreement of Bike Hire Terms and Conditions**

By completing the online booking form on the website <a href="www.fynefutures.org.uk/bikebute">www.fynefutures.org.uk/bikebute</a> you agree to the above terms and conditions of hire.