



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

Booking Hire Bikes

All hire bikes must be pre-booked and paid for online via www.fynefutures.org.uk/bikebute 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 enquiries@fynefutures.org.uk 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 www.fynefutures.org.uk/bikebute 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 enquiries@fynefutures.org.uk 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.

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
Collection only	10am – 10:45am
Collection/Drop Off	2pm – 2:45pm
Final Drop Off	6pm

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 public liability insurance cover or ensure that you are covered by your holiday insurance policy.

Bike Bute does not accept any liability for any damage caused or injury to the hirer during the hire period. We strongly recommend that helmets are worn at all times whilst cycling. These are available to hire free of charge. 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.

RELEASE AND INDEMNIFICATION. For purposes of this Agreement, "Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred at trial, on appeal or otherwise), damages (including consequential, compensatory or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional or contingent) arising from, relating to or otherwise involving, directly or indirectly, the Service, or other items related to the Service, including the use of any of the foregoing by the Hirer or any Hirer-Related Third Party. For purposes of this Agreement, "Bike Bute and its Related Parties" means, collectively, (1) all of its officers, directors, affiliates, employees, agents, representatives, successors, and assigns; (2) Fyne Futures Ltd and all of its owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns; (3) every sponsor of the Service and all of the sponsor's owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns; and (4) every holder of property on which is located a station, related item and all of the property holder's, owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns.

AS A CONDITION PRECEDENT TO THE USE OF ANY SERVICE, OR RELATED ITEMS, HIRER (ACTING FOR HIRER AND FOR EACH HIRER-RELATED THIRD PARTY AND ALL OF HIRER'S FAMILY, AGENTS, AFFILIATES, REPRESENTATIVES, SUCCESSORS, HEIRS, AND ASSIGNS) DOES HEREBY (I) RELEASE AND FULLY DISCHARGE FYNE FUTURES LTD, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, HEIRS AND ASSIGNS, AND ITS DEPARTMENTS/AGENCIES, AS DEFINED BELOW (COLLECTIVELY THE "RELEASED PARTIES"), FROM ALL CLAIMS THAT HIRER HAS OR MAY HAVE AGAINST THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW, AND (II) AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CLAIMS ASSERTED BY ANY HIRER, ANY HIRER-RELATED THIRD PARTY AND ANY OTHER THIRD PARTY WHOSE CLAIM ARISES FROM, RELATES TO OR OTHERWISE INVOLVES, DIRECTLY OR INDIRECTLY, THE USE OF THE SERVICE BY HIRER OR A HIRER-RELATED THIRD PARTY. THE INDEMNIFICATION SET FORTH IN THIS PARAGRAPH SHALL APPLY EVEN WHEN THE ALLEGED NEGLIGENT ACT(S) IS ATTRIBUTED TO OR CAUSED BY THE SOLE NEGLIGENCE OR OWN NEGLIGENCE OF THE OPERATOR AND/OR FYNE FUTURES LTD AND ITS RELATED PARTIES. SUCH RELEASES, DISCHARGES AND INDEMNIFICATION OBLIGATIONS ARE INTENDED TO BE GENERAL AND

COMPLETE WITH RESPECT TO ALL CLAIMS. THE RELEASED PARTIES MAY PLEAD SUCH RELEASES AS A COMPLETE AND SUFFICIENT DEFENSE TO ANY CLAIM.

Such releases are intended to be general and complete releases of all Claims. Fyne Futures Ltd and its Related Parties may plead such releases as a complete and sufficient defense to any Claim.

DISCLAIMERS. YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY SERVICE, OR RELATED ITEM IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, FYNE FUTURES LTD AND ITS RELATED PARTIES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, NONINFRINGEMENT AND USEFULNESS WITH RESPECT TO ANY SERVICE, OR RELATED ITEM, WHICH ARE ALL PROVIDED "AS IS" AND "AS AVAILABLE" (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK). FYNE FUTURES LTD AND ITS RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY SERVICE, OR RELATED ITEM WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST IN ANY SERVICE, OR RELATED ITEM. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS FOR USING ANY SERVICE, RELATED ITEM, AND FYNE FUTURES LTD AND ITS RELATED PARTIES ARE NOT LIABLE FOR ANY CLAIM ATTRIBUTABLE TO ANY OF THE FOREGOING. YOU ASSUME FULL RESPONSIBILITY AND LIABILITY FOR ALL CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, COSTS, EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS, OR DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER RELATED TO A STOLEN OR LOST CYCLE.

LIMITED LIABILITY. YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE FROM, RELATE TO OR OTHERWISE INVOLVE, DIRECTLY OR INDIRECTLY, (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY SERVICE, CYCLE, STATION, CYCLE DOCK, OR RELATED ITEM, (C) YOUR BREACH OF THIS AGREEMENT OR YOUR VIOLATION OF ANY LAW, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A CYCLE HELMET WHILE USING A BIKE BUTE CYCLE, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. YOU DO HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. RELEASED PARTIES' TOTAL LIABILITY FOR ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF £100. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES, AND, IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

ASSUMPTION OF RISK. HIRER AGREES THAT CYCLES ARE MACHINES THAT MAY MALFUNCTION, EVEN IF THE CYCLE IS PROPERLY MAINTAINED, AND THAT SUCH MALFUNCTION MAY CAUSE INJURY. HIRER AGREES THAT RIDING A CYCLE INVOLVES MANY OBVIOUS AND NOT-SO-OBVIOUS RISKS, DANGERS, AND HAZARDS, WHICH MAY RESULT IN INJURY OR DEATH TO HIRER OR OTHERS, AS WELL AS DAMAGE TO PROPERTY, AND THAT SUCH RISKS, DANGERS, AND HAZARDS CANNOT ALWAYS BE PREDICTED OR AVOIDED. SUCH RISKS, DANGERS, AND HAZARDS INCLUDE AND RELATE TO, BUT ARE NOT LIMITED TO, OTHER VEHICLES, CYCLES, PEDESTRIANS, OTHER THIRD PARTIES, BUILDINGS, OBJECTS, POTHOLES, WHEELSTOPS, CURBS, DOCKING PLATES, DELINEATORS, PAVEMENT CRACKS, RUTS, UNEVEN OR UNSTABLE ROADWAYS OR BIKE PATHS, WEATHER CONDITIONS, ROAD CONDITIONS, ANIMALS, ROAD KILL, VEGETATION, AND OTHER PERMANENT

OR TEMPORARY OBSTRUCTIONS ON OR NEAR ROADWAYS OR BIKE PATHS, THE POSSIBILITY OF CRIMINAL OR OTHER THIRD-PARTY ACTS OR OMISSIONS, CYCLE OR COMPONENT MALFUNCTION, NEGLIGENT ACTS OR OMISSIONS BY ANY RELEASED PERSON'S, HIRER'S OR ANY THIRD PERSON'S NEGLIGENT ACTS OR OMISSIONS, AND HIRER'S UNDERLYING KNOWN OR UNKNOWN HEALTH CONDITIONS. HIRER AGREES THAT ALL SUCH RISKS, DANGERS, AND HAZARDS, WHETHER KNOWN OR UNKNOWN, ARE HIRER'S SOLE RESPONSIBILITY AND HIRER ASSUMES ALL RELATED RISKS BY CHOOSING TO RIDE A BIKE BUTE CYCLE.

HIRER FURTHER AGREES THAT IF HIRER'S USE OF ANY OF THE SERVICES CAUSES ANY INJURY OR DAMAGE TO ANOTHER PERSON OR PROPERTY, THEN HIRER MAY BE LIABLE FOR ALL RESULTING INJURIES, DAMAGES, AND RELATED COSTS. BY CHOOSING TO RIDE A BIKE BUTE CYCLE, HIRER ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR ALL RELATED FORESEEABLE AND UNFORESEEABLE RISKS, DANGERS, AND HAZARDS, AND HIRER AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY DEATH, INJURY, DAMAGE, OR COST CAUSED BY HIRER WITH RESPECT TO ANY PERSON OR PROPERTY, INCLUDING THE CYCLE ITSELF.

HIRER IS SOLELY AND FULLY RESPONSIBLE FOR THE SAFE OPERATION OF THE BIKE BUTE CYCLE AT ALL TIMES. HIRER MAY NEED TO TAKE ADDITIONAL SAFETY MEASURES OR PRECAUTIONS NOT SPECIFICALLY ADDRESSED IN THIS AGREEMENT.

Agreement of Bike Hire Terms and Conditions

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