



CYCLE HIRE and Leasing TERMS AND CONDITIONS db63 Vélo Ltd T/A **63 Vélo**

## **1. Terms and Conditions**

### **BOOKING**

Please complete the booking form on this site or email us at [BIKES@63VELO.COM](mailto:BIKES@63VELO.COM) to secure a bike for your chosen dates. If a bike is available you will be provided with payment instructions via email.

1.1 We aim to provide high quality specialist bikes for hire. To achieve this at a reasonable cost we ask our customers to treat the equipment responsibly.

1.2 Bikes and equipment can only be hired from 63 Vélo on completion of a Hire Agreement Form or by accepting our hire conditions on our online booking portal. 63 Vélo reserves the right to take the customer's Credit Card details to hold as security until the bike and parts are all returned in the condition hired out in. Upon acceptance of these Terms & Conditions a binding contract is formed between 63 Vélo and the hirer. We reserve the right not to accept or to fulfill a Booking.

1.3 All Bookings are subject to availability. When a Booking is made by one person on behalf of another person or people that person confirms to 63 Vélo that he or she has the authority to make such a booking.

1.4 The Hire period commences on the day the cycle(s) and equipment are collected or dispatched to you and continues until the cycle(s) and equipment is returned to 63 Vélo.

### **2. HIRER'S TERMS AND CONDITIONS**

2.1 You acknowledge that hire is for Leisure purposes only and that this excludes using the Hire Bike for the purpose of Racing or competition.

2.1(2) You are responsible for ensuring that you are physically fit enough to undertake cycling any distance using 63 Vélo Bikes(s) or Equipment you have booked. 63 Vélo does not accept any responsibility for your failure to complete your Hire period due to lack of fitness, illness or injury. 63 Vélo does not accept liability for death, personal injury, loss or damage to personal effects to any participant, nor can 63 Vélo accept any responsibility for delays or changes to your period of Hire due to weather, strikes, war, terrorism or other causes.



2.2 You accept that cycling on a public highway and on such carries its own risks and you have made your booking on the basis that you undertake the Hire at your own risk. You understand and accept that 63 Vélo advises the wearing of cycle helmets at all times when riding.

2.3 You will ride your cycle responsibly at all times. You will not hold 63 Vélo responsible for any loss, damage or injury including death to persons or property with regard to the use of the cycle(s) and equipment hired. You accept responsibility to Indemnify 63 Vélo against any claim, interest, demand or expense in respect of such injury or damage.

2.4 You will ensure that you have suitable personal Insurance cover at all times during the period of your hire. 63 Vélo do not Personal Insurance as part of its offer.

2.5 You are responsible for all cycles and equipment hired or loaned and it your responsibility to keep these items safe from damage, loss or theft, use it in a proper manner and not subject it to any misuse or unfair wear and tear.

2.6 Any damage caused due to crash or neglect is the Customer's responsibility and will be charged for.

2.6a. You agree to carry out a safety check of all the bikes that you hire from 63 Vélo, ensuring the bike(s), it's braking and gearing systems all run smoothly and safely and that Tyres are safe to ride on. There are no loose parts on the bike(s). You agree not to ride the bike until you have done this and that the bike is safe to ride.

2.7 You will notify 63 Vélo immediately of any loss, damage or theft to the hired cycles or equipment however caused. You will be responsible for paying 63 Vélo the reasonable costs of repair or replacement for any such loss, damage or theft.

2.8 You will not offer for sale, sell, dispose, mortgage, lend, pledge or otherwise part with possession of the hired cycle(s) or equipment.

2.9 63 Vélo staff are usually available by phone or email to help out with any problems during the hire period; however it is the customer's responsibility to assemble, set up and keep a check on the bike they have hired. Whilst 63 Vélo will always do it's best to have staff available during the hire period this cannot be guaranteed.

### 3. PAYMENT TERMS



3.1 Payments are collected on booking the bike. Our cancellation policy is as follows:

Up to 2 weeks before the hire date – 5% administration charge.

Up to 1 week before the hire date – 20% of the value of the hire.

Up to 3 days before the hire date – 50% of the value of the hire.

1 day before the hire 75% of the value of the hire.

Day of hire – Full charge will be taken.

63 Vélo will consider individual cases in extraordinary circumstances.

3.2 In consideration of our arranging and fulfilling your Hire in accordance with these terms and conditions you will pay 63 Vélo the total price for your period of Hire set out in the Hire Agreement Form in advance of the hire commencing.

3.3 Late return of the Bike will be charged at twice the published daily hire rate for each day/ part day that the bike is returned late.

3.4 A Credit Card will be required at the commencement of any hire period, but this may extend to a deposit to the value of the cycle(s) by credit or debit card payment or other surety as deemed sufficient by 63 Vélo depending on 63 Vélo's assessment of the risk and the value of the equipment. If a deposit is taken it will be returned at the end of the hire period provided that;

Any cycles and/or equipment hired or used are returned in an undamaged condition to 63 Vélo

Any cycles and/ or equipment hired or used are returned within the arranged hire period at an arranged time and place to 63 Vélo

3.5 If the terms set out in 3.4 (above) are not complied with, 63 Vélo reserve the right to charge reasonable charges until such time when cycles and/ or equipment concerned have been returned to 63 Vélo. In the case of cycles 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 Hire.

In the case of equipment other than the bike of hire, such as Helmet, Bag, Pump, Lights, Inner Tubes or other parts provided to enable safe riding, none return, loss, damage or usage where

applicable may be deducted from your deposit or charged to your credit card at the discretion of 63 Vélo.

3.6 In all cases normal wear and tear as defined by the products manufacturer or supplier is accepted and allowed and is included in any hire price

3.7 In all cases, the security/ damage deposit can be used as a deposit against the costs or charges mentioned herein.

#### 4. PERSONAL SAFETY

4.1 It is the rider's responsibility for their own safety. Cycling involves personal risk and you must ride responsibly.

4.2 Injury(s) and/or death associated with the sport of cycling may result from weather, excessive speed, collision with inanimate objects or other persons, rider inexperience, error or abuse of equipment.

4.3 First time of novice bikers should use the equipment under the supervision of an experienced rider.

4.4 You must not cycle under the influence of alcohol, strong medication, other drugs or fatigue.

#### 5. OUR LIABILITY TO YOU

5.1 63 Vélo accepts responsibility for death, personal injury and direct loss suffered by you which you can demonstrate was caused by our negligence up to the limit set out in clause 5.3 below.

5.2 63 Vélo will not be liable to you where any alleged loss or damage results from;

Any of your own actions or omissions;

The action or omission of a third party not connected with the provision of your bike hire:

An event or circumstances which we could not have predicted or avoided even after taking all reasonable care;



Where any loss or damage is considered to be indirect or consequential loss.

5.3 Except in respect of death and personal injury, in respect of which no limit of liability shall apply, 63 Vélo's total liability to you under this contract between us shall be limited to the total cost of your Booking.

5.4 63 Vélo shall have no liability to you if we are unable to fulfill a Booking due to an event of Force Majeure. In the event of 63 Vélo being unable to fulfill your booking our liability to you shall not exceed to the agreed cost of the hire.

5.5 Except where expressly permitted under the Data Protection Act 1998, we will only use your personal details in connection with your Booking arrangements, unless you agree otherwise. We will keep your personal details secure in accordance with our obligations under the Data Protection Act 1998.

## 6. GENERAL

6.1 These terms and conditions constitute the entire agreement between us, and supersede any previous agreement or understanding and may not be varied except in writing between us. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

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

6.3 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.

6.4 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.



6.5 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.

6.6 These terms and conditions shall be governed by English law, and both of us hereby agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

## 7. DELIVERY/COLLECTION.

Please contact us for a delivery fee if you live outside our area.

## 8. DAMAGE

The hirer is responsible for the security and safekeeping of the bike or bikes hired or leased throughout the period of hire or lease. Damage other than fair wear and tear sustained under normal usage is to be paid for in full.

The bike or bikes should be returned in the state in which it was provided and include all the supplied safety items (Helmet, Bag, Pump, Tube, levers, Lights and other at the time of hire that maybe necessary from time to time). Please do not remove any of the original logos/graphics.

## 9. Other

### Photography

From time to time we may invite customers to be in photographs with or without our hire bikes or other bikes, in agreeing our terms and conditions you hereby allow us and our partners to display any images relating to the use and to generally promote our business by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media, providing that the images are used lawfully and without damage to the Client(s). In agreement of reading and understanding our terms and conditions you consent to the use of such images. Images placed in our online galleries within any of our website are not available to the general public for downloading in the normal course of events. We reserve the right to use any other images featuring our premises, property or logo that is posted on the internet and open to public usage for the previously mentioned reasons. Additionally, we agree not to resell any image to a third party other than with prior written consent.

### **Helmets**



Helmets are to be worn at all times when riding.

you must read and understand these terms and conditions before your hire can start.

You must check the hire bike in accordance with the customer check list provided by 63 Vélo before hire can begin.

[www.63velo.com](http://www.63velo.com)

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