

## CARGO BIKE HIRE - LOAN AGREEMENT

<b>Name:</b>	
<b>Mobile number:</b>	
<b>Email address:</b>	
<b>Address:</b>	
<b>Deposit ref:</b>	
<b>Bike name:</b>	
<b>Collection date:</b>	
<b>Return date:</b>	

### TERMS AND CONDITIONS

#### 1. The Hirer

- 1.1. The Hirer must be over the age of 18.
- 1.2. The Hirer is responsible for the bike hired and it is the Hirer's responsibility to keep the bike safe from damage, loss or theft, use it in a proper manner and not subject it to any misuse or unfair wear and tear.
- 1.3. The Hirer will not assign, transfer or subcontract the bike to another party.
- 1.4. The bike remains the property of London Borough of Waltham Forest at all times and the Hirer shall have no right, title or interest in the bike.

#### 2. Hiring and returning the bike

- 2.1. Pick up and returns can only be done during opening office hours 9am to 5pm (Monday to Friday excluding Bank Holidays). A late return will result in a "late fee" of £25.00.
- 2.2. A £100 deposit will be taken and refunded once the bike is returned, the Hirer has completed the compulsory Community Bike Hire Survey, and the Council Officer is satisfied the bike is in the same condition as when it was lent out to the Hirer.
- 2.3. The Hirer must return the bike in the condition it was lent out or be subject to pay for any damage. Any damage caused by neglect is the Hirer's responsibility and will be charged for.

#### 3. Using the bike

- 3.1. When using the bike the Hirer must obey the Highway Code and be considerate of all other road users and pedestrians.
- 3.2. If the Council is made aware of any antisocial behaviour whilst using the bike, the bike will be recalled immediately, the bike hire terminated, and the Hirer will be excluded from hiring a bike from the Council in the future.

3.3. Lights will be provided and must be used at all time after sunset in accordance with the law.

3.4. The bike must not be left unattended for more than 10 hours where there is public access.

#### **4. Locking the bike**

4.1. The bike must be locked through the frame with the lock provided by the Council with the bike.

4.2. When not in use the bike must be secured inside a lockable building i.e.:

- House/flat,
- Garage/outbuilding,
- Shed, where all external doors and windows are locked, and theft is occasioned by a forcible and/or violent entry. In this instance, the bicycle must be stored out of sight,
- Communal hallway,
- Communal outbuilding,
- Purpose-built bike container where all external doors and windows are locked and the bicycle has been secured through its frame to an immovable object.

4.3 If the bike cannot be locked inside a secure building then it must be locked through the frame to a cycle parking stand or an immovable object with a minimum height of three metres. An immovable object is any solid object fixed in, or on to, concrete or stone, which is not capable of being undone, removed, or lifted under or over.

#### **5. If the bike is lost or stolen**

5.1. If the bike is stolen, the Hirer is responsible for reporting the incident to the Police within 24 hours, and a crime reference number must be provided by the Hirer to the Cycle Hire Team within 24 hours via phone or email.

5.2. If the bike is lost or stolen, an excess of £100 will be required to be paid.

#### **6. If you break down or are involved in a collision**

6.1. If the Hirer breaks down on the bike, they are required to call the insurance company (ETA Insurance) on 0333 000 1234 and also inform the Cycle Hire Team via phone or email within 24 hours of the event.

6.2. If the bike is involved in a collision, the Hirer is responsible for reporting the incident to the Police within 24 hours, and a traffic case reference number must be provided by the Hirer to the Cycle Hire Team within 24 hours via phone or email.

**BY SIGNING BELOW YOU AGREE TO ADHERE TO THE CARGO BIKE HIRE TERMS AND CONDITIONS.**

**Customer**

**signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

#### **Useful Numbers:**

- If you break down or are involved in a collision between 9am to 5pm, Monday to Friday, excluding Bank Holidays, please call **020 8496 6861**.
- If you break down or are involved in a collision outside of office hours, including bank holidays, please call **0333 000 1234**.

#### **Data Protection Act 2018:**

In line with the Council's enhanced GDPR policy, your contact details and personal information will only be retained and used for the nature of this scheme. If at any point you would like to change or remove your details, change your consent, or exercise any other rights under GDPR please contact us at: [cyclehire@walthamforest.gov.uk](mailto:cyclehire@walthamforest.gov.uk)