

Cycle Waggle Ltd trading as Manchester Bike Hire, Bambino Biking and Hadfield Bike Hire

## Rules for Bike Hirers and Terms and Conditions of Hire

Cycle Waggle wants everyone to have an enjoyable and safe ride on our hire bikes.  
This is why we have a few rules we need you to follow.

### Locking your bike securely

I declare that I know how to use the lock(s) provided with the bicycle(s). I agree to attach the bicycle(s) to an immovable object using the lock(s) every time I lock the bicycle(s). In the event of a bicycle(s) being stolen whilst it was not locked in the specified way or unattended, I understand I am fully responsible for any losses incurred and that Cycle Waggle Ltd (trading as Manchester Bike Hire) will charge me the full replacement cost of a stolen or damaged bicycle(s) or its accessories.

In the event of theft of a bicycle that has been locked securely a Police report and Crime Number must be obtained and sent to Cycle Waggle Ltd., who will charge you the insurance excess for the bike. The insurance excess depends on the retail value of bike:

- £25 for bicycles valued up to £100
- £50 for bicycles valued @ £101-£500
- £100 for bicycles valued @ £501-£1000
- £250 for bicycles valued @ £1000+.

### Return the bike on time and in good condition

I accept that I am responsible for all bicycles and accessories relating to this Agreement. I agree to return all bicycles and accessories in good condition at the agreed time and location at the end of the hire period. The late return of a bicycle will incur an additional charge payable by the Hirer upon return. Bicycle(s) not returned within thirty minutes of the return time set out in this Agreement will incur a late return charge of £5 for each 30-minute period and an additional day charge for all bikes over 2 hours late. If you know you are not going to be back by the agreed time please call us and let us know. These charges will only be waived in exceptional circumstances.

### Physically able and competent to ride

I declare that I and everyone else who will be riding the hire bicycle(s) covered by this Agreement are physically fit and competent to ride a bicycle on the roads. I declare that we are in good health and that our eyesight is up to the standard required for a road driving test. We are not suffering from any medical conditions or disability which is likely to adversely affect our normal control of a bicycle.

### Payment for damage or losses

I agree to pay Cycle Waggle Ltd for any damage (including to a third party) caused as a consequence of our dangerous cycling, loss of control, negligence or improper use and/or abuse of the bicycle(s).

### Third party indemnity

I agree to indemnify and hold Cycle Waggle Ltd not liable for all losses, liabilities, damages, injuries, claims, demands, costs and expenses of a third party arising from my use of the hire bicycle(s) (except where caused by the negligence or fault of Cycle Waggle Ltd).

### Cycling responsibly

I recognise that cycling can be dangerous and acknowledge the risks involved. I acknowledge the recommendation of Cycle Waggle Ltd to ride responsibly and within my limits and skills and not undertake any manoeuvre which is beyond my level of skill. I agree no stunts, tricks, wheelies or other extreme moves will be attempted or undertaken. I will not use the bicycle(s) under the influence of drink or drugs.

### Terms and Conditions (see below)

I accept the Cycle Waggle Ltd Terms and Conditions of Bicycle Hire which I have read and are attached to this Declaration. This Agreement is covered by English Law. In the event that of any part of this Agreement is for any reason unenforceable the remainder shall remain in full force. *Continued on next page*

**Cycle Waggle Ltd Terms and Conditions of Hire**

1. The Bicycle(s) let out on hire, including all their accessories and attachments, (“the Bicycle”) remains the property of Cycle Waggle Ltd (“the Owner”) and the Hirer will not sell, hire out, lend or otherwise part with the Bicycle. The period of the hire commences at the time of handover and is deemed to continue until the Bicycle is returned to the Owner by the date and time specified below.

2. The Hirer acknowledges and agrees that the Bicycle(s) is in good condition in all respects and undertakes not to misuse it and will return it with all accessories in the same condition as when received (ordinary wear and tear excepted) to the place and on the due date and time specified on the hire forms as signed by the Hirer.

3. The Owner shall be entitled to charge the Hirer for all damage caused to the Bicycle(s) during the period of hire. In the event of a breakdown other than as a result of the Hirer’s misuse of the Bicycle, the Owner will use its best endeavours to repair it or procure a repair. In the case of a breakdown occurring beyond walking distance from the hire location, please call:

- For hires starting at Manchester Bike Hire, 200 Chapel Street, Salford, M3 6BY, call Cycle Waggle Ltd on 0161 769 5050 during working hours for replacement or recovery, or email [info@manchesterbikehire.co.uk](mailto:info@manchesterbikehire.co.uk)
- For hires starting at Hadfield Bike Hire, 105 Station Road, Hadfield, SK13 1AA, call 07909 121 284 or email [neil@hadfieldbikehire.co.uk](mailto:neil@hadfieldbikehire.co.uk)

The Owner shall not be liable for any damage or loss whatsoever caused or made by breakdown or other defects in the Bicycle(s) or other circumstances beyond the Owner's control.

4. The Hirer shall indemnify the Owner in respect of all costs, claims, expenses and demands which it may suffer or incur and which arise directly or indirectly out of the use of the Bicycle(s) during the period of hire. The Owner reserves right to use the Hirer’s deposit in part or full settlement of such a claim. In the event of the Bicycle(s) being lost or stolen the Owner reserves the right to call upon the Hirer to indemnify the Owner the replacement value of the Bicycle(s). However, should the Bicycle(s) subsequently be recovered in useable condition, the Owner undertakes to refund the Hirer’s Indemnity in full as soon as possible. The Hirer agrees that Cycle Waggle Ltd. can charge the amount of the claim to the bank or credit card that was used during registration for the hire. In the event of a claim, the Hirer will be notified in advance in case another payment method is preferred.

5. The Hirer will ensure that the Bicycle(s) is adequately secured to an immovable object when not in use and WILL IMMEDIATELY INFORM THE OWNER IN THE EVENT OF ANY LOSS or breakdown of the Bicycle, other than those immediately repairable by the Hirer. The latter should be notified to the Owner upon return of the Bicycle(s).

6. The Hirer shall be solely responsible for and shall keep the Owner fully indemnified in respect of all fines, impositions or other penalties occasioned by the use of the Bicycle(s) during the period of hire in respect of any violations of Acts of Parliament, Orders, Regulations or Bye Laws for the time being in force. The Hirer will pay to the Owner on demand all charges due under the agreement. The rental charge, plus any additional charges for additional accessories and attachments, is payable in advance or on collection, together with a deposit as agreed.

7. In the event of a cancelled forward booking, part of the rental charge thereof will be payable should the Owner be unable to re-hire the Bicycle(s) in question for the same period. This charge may be waived at the Owner’s discretion. Any conditions or warranties not expressed which might be implied on the part of the Owner, except Statutory Warranties, are excluded. The cancellation charge rates are shown below.

<p><b>For 1 – 4 bikes reserved:</b>            Less than 24 hours notice: 100% payable            1-2 days’ notice: 50% payable            3-7 days’ notice: 20% payable            8 days or more No charge</p>	<p><b>For group bookings of 5 bikes or more:</b>            Less than 48 hours notice: 100% payable            3-6 days’ notice: 50% payable            7-14 days’ notice: 20% payable            15 days or more: No charge.</p>
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8. If the Hirer shall commit any breach of the terms of this agreement the Owner shall be entitled, but without prejudice, to any other rights or remedies which it may have to terminate the hire of the Bicycle(s), and recover possession thereof without notice, and to make reasonable charge for such a repossession. No rights of the Owner under the agreement will be waived except in writing by a duly authorized member of staff.

9. Cycle Waggle Ltd's total liability in contract, tort, including negligence and breach of statutory duty, misrepresentation, restitution or otherwise arising in connection with this Agreement shall be limited to the amount it receives from you, except to the extent that this is unlawful. Cycle Waggle Ltd shall not be liable to you for any pure economic loss, loss of profit or losses of business in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever and howsoever caused which arises under this Agreement.