



Terms and conditions for borrowing the town council e-bike

These terms and conditions apply to borrowing the town council's electric bike (e-bike) and any of the town council's e-bike accessories.

At the point of borrowing the e-bike, you (the borrower) accept these terms and conditions.

The e-bike and any accessories being borrowed remain the property of the town council and you shall not sell, hire out, lend or otherwise part with them.

About you

You must be over 18 and live in Bradford on Avon to borrow the e-bike.

You must also be in good health and not suffering from any medical condition or disability which is likely to adversely affect normal control of the e-bike.

You will need to provide us with the following personal information to borrow the e-bike:

- your name
- your email address
- a contact phone number
- your address in Bradford on Avon

You will also need to provide us with acceptable proof your identity **and** your address, including a photo ID.

- acceptable forms of photo ID include a driving licence or a passport
- acceptable proof of your address includes a recent bank or building society letter or statement, a recent utility bill or letter, or a recent letter from an official government department or Wiltshire Council.

The name and address you provide us with must match the name and address on the debit or credit card you use for your deposit.

We will retain this information in accordance with our privacy policy.



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Deposit

You will need to pay a £100 deposit by debit or credit card to borrow the e-bike.

Your credit or debit card details will only be used only for processing your deposit.

At the point of borrowing the e-bike, you agree that the e-bike is in good condition in all respects and agree not to misuse it.

You also agree to return the e-bike to the town council with all accessories in the same condition as when received (normal wear and tear excepted) at the agreed date and time.

If the e-bike and/or the accessories are returned damaged or in poor condition, the town council reserves the right to retain some or all of your deposit – and reserves the right to charge you any additional costs incurred in repairing or replacing the e-bike and/or any accessories.

Late charges

If you're unable to return the e-bike at the end of your agreed borrowing period, you must contact the town council on 01225 864 240, giving at least 48 hours' notice.

Failure to do so may incur a late return charge of £30 per day.

Care and maintenance

The e-bike and its accessories are supplied in a good and safe condition by Bradford on Avon Town Council.

You will be responsible for all equipment relating to this agreement which may include the following accessories:

- a lock
- hi-vis vest
- battery recharger
- helmet.

General upkeep:

- do not clean the e-bike with a jet wash or pressurised water. Pressurised water or steam will damage bearings and fork seals of the bike
- do not attempt to fix anything you do not know how to fix. Call us if you damage something or if something stops working
- do not fit SPD pedals to the e-bike
- ensure spray lubricant does not come into contact with the brake pads or brake rotors or brake discs



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- the seat post of the e-bike must be inserted a minimum of 10cm or 4 inches into the seat tube – and the insertion limit lines must not be visible
- If you take the e-bike somewhere by vehicle, you are responsible for ensuring that you have an appropriate method of safely transporting the e-bike.

While you're borrowing the e-bike, you must check the e-bike from time to time for damage which might affect its safety and use.

We recommend checking the e-bike before and after longer rides.

Damage

If you find any significant damage or you're concerned about something, do not use the e-bike and return it to the town council without delay.

Except for normal wear and tear, you will be responsible for paying for any damage caused to the e-bike and/or the e-bike accessories.

Repairs will be costed as advised by a local bike shop.

Accessory loss/damage will be charged at retail price.

Theft or loss

If the e-bike or any accessories are lost, stolen, damaged, or involved in an accident, you must notify the town council as soon as possible on 01225 864 240 or at office@bradfordonavontowncouncil.gov.uk

You must also notify the police if the e-bike is stolen, and you must obtain a crime reference number. This information must then be passed on to the town council.

You must lock up the e-bike whenever it is left unattended and remove or secure any removable accessories.

- you can use the lock supplied with the e-bike, or your own lock if you have a suitable alternative
- if you use your own lock, this should be rated silver or higher by [Sold Secure](#).

The lock should go through the frame, a wheel and a fixed object e.g. a bike rack, bench or lamp post.

You will be responsible for the costs of the e-bike if it is stolen are the bike was not locked to a fixed object through the frame and wheel.

Proof that a lock was broken will be required for any insurance claim.



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Should the e-bike subsequently be recovered in a useable condition, the town council will undertake to refund you in full within 14 days.

A replacement e-bike will be costed as advised by a local bike shop.

Accessory loss/damage will be charged at retail price.

Overnight storage

Overnight, the e-bike must be kept indoors in a safe and secure place, or locked and covered in a private garden.

Liability

The town council will not be responsible for death, injury, loss or damage which results from:

- the borrower's own actions or omissions
- the actions or omissions of any third party not connected with the provision of the e-bike being borrowed
- the condition of the road surfaces, weather conditions or other environmental conditions
- anything else not caused by the town council.

The borrower shall also be solely responsible for and shall keep the town council fully indemnified in respect of all fines, impositions or other penalties occasioned while they are borrowing the e-bike.

If the borrower shall commit any breach of the terms of this agreement, the town council shall be entitled, but without prejudice, to any other rights or remedies which it may have to terminate the borrowing of the e-bike, and recover possession thereof without notice, and to make reasonable charge for such repossession.

No rights of the town council or the borrower under this agreement will be waived except in writing by a duly authorised member of the town council's staff.

Insurance

It is the borrower's responsibility to have insurance cover for damage or injury to themselves or third parties arising from the use of the e-bike and accessories. Any such claim that arises will not be covered by Bradford on Avon Town Council.



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Riding the e-bike

Safe cycling is dependent on your alertness and good judgement. Please cycle sensibly, with respect for others and based on the conditions where you're cycling.

Specifically, you agree:

- not undertake any manoeuvres which are beyond your skills or beyond the design of the e-bike
- not to ride on pavements or footpaths and to follow the Highway Code
- to be aware when cycling after dark
- not to use the e-bike under the influence of alcohol or drugs.

This agreement is covered by English Law.

If any part of the agreement is for any reason unenforceable, the remainder of the agreement shall remain in full force and effect.

By taking part in this scheme, I agree to these terms & conditions.

I have read, understood and agree to the terms & conditions for borrowing the council e-bike

I confirm that I am a competent cyclist

I recognise that I will be riding an e-bike that I may not be familiar with – and as such I will exercise additional care and attention

Name

Signed

Date

Office-use only:

Address	
Booking start	
Return date	