

## **New Town Community Bike Hub.**

### **Terms and Conditions:**

**2024**

Terms used, “the Hirer” refers to the person hiring one of the ecargo bikes. The “Hub” refers to the shelter and the volunteers connected with the “New Town Bike Hub Scheme”. The “Bike” refers to any of the ecargo bikes available for hire from the scheme.

#### **1: The hirer:**

1.1: The hirer must be aged 18 or over, if necessary, proof of age will be required, and must undertake an induction session before initially hiring any of the bikes, each bike requires an individual induction supervised by a member of the hub team.

1.2: The hirer is responsible for the bike during the loan period, which includes collection and return. It is the responsibility of the hirer to ensure that the bike is used in a safe and proper manner and is secured from theft or loss during the hire period.

1.3 Only the named hirer may ride the bike during the hire period, the bike must not be loaned or transferred to anyone else during the hire period.

1.4: The bike remains the property of the “New Town Community Bike Hub” at all times. The hirer shall have no right, title or interest in the bike.

1.5: The hub is run by volunteers, any abusive behaviour towards a member of the hub team will not be tolerated and will result in the immediate cancellation of any hire agreement and if necessary, the hirer will be banned from further access to the scheme.

1.6: The hirer is responsible for their own safety and that of any passengers they carry on the bike. It is recommended that all bike users wear helmets but this is not a legal requirement so each hirer must make their own decision on that matter. Any children carried must use the safety harnesses supplied with each bike. Some bikes, such as the Benno long tail have a bench with hand bars to carry children, in this case there are no straps and the hirer is responsible for deciding if the child is able to safely use the bench seat.

1.7 Where possible we ask that hirers travel to the hub using active or public transport, hirers coming by car must use the nearby car park located off the Port Lane entrance to the park, a two-minute walk from the bike hub.

#### **2: Loan and return of the bike:**

2.1: Bike hire is arranged via [www.newtownbikehub.co.uk](http://www.newtownbikehub.co.uk), where there will be a link to our Spokesafe partner. Spokesafe arrange secure financial transactions and will send you details of how to access your bike. The hirer is responsible for collection and return of the bike from the storage unit located next to the GO4 café, Recreation Road, Colchester, CO1 2HE. The instructions for collecting and returning the bike will be emailed to you. The hire period starts from 8am and bikes must be returned by 9pm on the same day.

2.2: Please try and return the bike in the condition it was loaned to you. When booking Spokesafe will retain your credit card details . This is in lieu of a deposit and will be used to cover any damaged

caused by the hirer during the hire period, up to a maximum of £75. If this should occur, we will contact you to explain the reason. By signing these terms and conditions you are agreeing to Spokesafe saving your card details and charging a payment of up to £75. If you are aware you have damaged the bike please call Kim or Simon on 07956653035/07903745690 so we can arrange to take it off hire until it is checked.

2.3 Only hire bikes that you have had an induction on, each bike has different requirements and the hub team can not take responsibility for anyone riding a bike they are unfamiliar with.

### **3: Using the bike**

3.1: When using the bike, the hirer must obey the Highway code and at all times be considerate of other road users and pedestrians.

3.2: Bike hires may be cancelled if the Hub team become aware of dangerous or antisocial use and further access to the scheme withdrawn.

3.3: Lights are provided and must be used after sunset or at times of low visibility.

3.4: Locks will be provided and must be used to secure the bike to a fixed point, such as a bike rack, railings or lamp post. Hirers should be considerate of other road users or pedestrians when locking the bike so as to not cause an obstruction.

3.5: Any incidents occurring whilst the bike is hired are the sole responsibility of the hirer and the Hub volunteers take no responsibility for incidents occurring when bikes are on hire. Hirers should consider taking out their own public liability insurance or checking their home insurance as this is often provided as part of that cover.

### **4: If the bike is lost or stolen:**

4.1: The hirer is responsible for calling the Police and informing the Hub team as soon as possible.

4.2 The Hub team are not responsible for any personal items which may have been left with the bike.

4.3: If the bike is lost or stolen the hirer will be responsible for payment of the insurance excess of £75

### **5: Break down/accident/collision.**

5.1 If you break down, please inform the hub team as soon as possible.

5.2: Where possible lock the bike securely and inform the team of its location.

5.3: If the breakdown is found to be caused by an error on behalf of the team, the hire charge will be refunded. However, the team are not responsible for any travel costs incurred to the hirer.

5.4: If the bike is involved in an accident or collision, inform the Police and the hub team as soon as possible. If the hirer feels the bike is safe to continue riding, they may do so, but this is the responsibility of the hirer. If the bike is not in a rideable condition, if possible, secure the bike and inform the team of the location. Provide a traffic case reference number (provided when contacting the Police) to the team as soon as possible. Refunds will not be made to hire charges in these circumstances.

By Signing below, you are agreeing to adhere to the terms and conditions of the New Town Community Bike Hub ecargo bike scheme.

Bike induction: Model of bike Babboe Curve Mountain/Cube Hybrid 500/Benno Boost/Urban Arrow Shortie.

Date of induction:

Name: ..... Date:.....

Data protection act 2018: In line with the act, any personal information you provide will only be used in reference to the hire scheme. Personal information will never be shared without your prior permission and all information is held by the New Town Bike Hub's data controller who is registered with the Information Commissioners office to handle data. An exception to this may be made if there are safeguarding concerns for either the hirer, any children involved or members of the Hub team.