

**HIRE AGREEMENT – NIDDERDALE CYCLES:**

(1) DAVID MANN (trading As Nidderdale Cycle Hire) of Low Laithe, Summerbridge, Harrogate, Yorkshire HG3 4BU (**Nidderdale Cycles**); and

(2)

(the **Hirer**).

The Hirer agrees to hire the Equipment on the terms of this Hire Agreement and the Terms and Conditions:

**Equipment:**

Bike(s) (specify types and number):

Helmet(s):

Map, puncture repair kit and bicycle lock (number of each):

**Rental Payment:**

Rental	£
VAT if Applicable	£
<b>Total</b>	£

**Deposit:** £50

**Rental Period:**

Start Date:

Return date:

Signed by **DAVID MANN** .....

**NIDDERDALE CYCLES**

Signed by .....

**HIRER**

## **NIDDERDALE CYCLE HIRE**

### **TERMS AND CONDITIONS**

#### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Delivery:** the transfer of physical possession of the Equipment to the Hirer at the Site.

**Site:** Nidderdale Cycles' premises at Low Laithe, Summerbridge, Harrogate, Yorkshire HG3 4BU.

**Start Date:** the date that the Hirer takes Delivery of the Equipment.

**Total Loss:** due to the Hirer's default the Equipment is, in Nidderdale Cycles' reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

#### **2. EQUIPMENT HIRE**

Nidderdale Cycles shall hire the Equipment to the Hirer subject to the terms and conditions of this agreement.

#### **3. RENTAL PERIOD**

The Rental Period starts on the Start Date and shall continue for the agreed Rental Period unless this agreement is terminated earlier in accordance with its terms.

#### **4. RENTAL PAYMENTS AND DEPOSIT**

4.1 The Hirer shall pay the Rental Payment to Nidderdale Cycles in advance of hiring the Equipment. The Rental Payments shall be paid in GB Pounds and shall be made by payment through Paypal, Credit Card, Debit Card or cash.

4.2 The Rental Payment is exclusive of VAT (unless otherwise specified by Nidderdale Cycles) and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.

- 4.3 The Deposit is a deposit against default by the Hirer of payment of any Rental Payment or any loss of or damage caused to the Equipment. If the Hirer causes any loss or damage to the Equipment (in whole or in part), Nidderdale Cycles shall be entitled to apply the Deposit against such default, loss or damage. The Hirer shall pay to Nidderdale Cycles any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable within ten (10) Business Days of the end of the Rental Period.

## **5. TITLE, RISK AND INSURANCE**

- 5.1 The Equipment shall at all times remain the property of Nidderdale Cycles, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).
- 5.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer (**Risk Period**) until such time as the Equipment is redelivered to Nidderdale Cycles.
- 5.3 The Hirer shall give immediate notice to Nidderdale Cycles in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Hirer's possession or use of the Equipment.

## **6. HIRER'S RESPONSIBILITIES**

- 6.1 The Hirer shall during the term of this agreement:
- (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner in accordance with any operating instructions provided by Nidderdale Cycles;
  - (b) take such steps (including compliance with all safety and usage instructions provided by Nidderdale Cycles) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being used;
  - (c) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment;

- (d) keep Nidderdale Cycles fully informed of all material matters relating to the Equipment or to the health of anyone using the Equipment which may affect their ability to use the Equipment safely;
- (e) at all times keep the Equipment in the possession or control of the Hirer or to secure it using the lock to an immovable object if left unattended for any period of time;
- (f) not part with control of (including for the purposes of repair or maintenance), sell or offer for sale or lend the Equipment or allow the creation of any lien or other security interest in respect of it;
- (g) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Hirer shall notify Nidderdale Cycles and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Nidderdale Cycles on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (h) not use the Equipment for any unlawful purpose;
- (i) ensure that at all times the Equipment remains identifiable as being Nidderdale Cycles' property;
- (j) deliver up the Equipment at the end of the Rental Period or on earlier termination of this agreement at such address as Nidderdale Cycles requires, or if necessary allow Nidderdale Cycles or its representatives access to any premises where the Equipment is located for the purpose of removing the Equipment; and

6.2 The Hirer acknowledges that Nidderdale Cycles shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer, and the Hirer undertakes to indemnify Nidderdale Cycles on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms of this agreement.

## **7. WARRANTY**

7.1 Nidderdale Cycles warrants that the Equipment shall substantially conform to its specification (as made available by Nidderdale Cycles), be of satisfactory quality and fit for any purpose held out by Nidderdale Cycles. Nidderdale Cycles shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within the Rental Period, provided that:

- (a) the Hirer notifies Nidderdale Cycles of any defect immediately;
- (b) Nidderdale Cycles is permitted to make a full examination of the alleged defect;
- (c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Nidderdale Cycles' authorised personnel;
- (d) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Hirer or on its behalf; and
- (e) the defect is directly attributable to defective material, workmanship or design.

7.2 If Nidderdale Cycles fails to remedy any material defect in the Equipment in accordance with clause 7.1, Nidderdale Cycles shall, at the Hirer's reasonable request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payment for the remaining term of the agreement and, if relevant, return any Deposit (or any part of it).

## **8. LIABILITY**

8.1 Without prejudice to clause 8.2, Nidderdale Cycles' maximum aggregate liability for breach of this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed £50.00.

8.2 Nothing in this agreement shall exclude or in any way limit:

- (a) either party's liability for death or personal injury caused by its own negligence;

- (b) either party's liability for fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded by law.

8.3 This agreement sets forth the full extent of Nidderdale Cycles' obligations and liabilities in respect of the Equipment and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Nidderdale Cycles except as specifically stated in this agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.

## **9. TERMINATION**

9.1 Without affecting any other right or remedy available to it, Nidderdale Cycles may terminate this agreement with immediate effect by giving notice to the Hirer if the Hirer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach immediately after being notified to do so

9.2 For the purposes of clause **Error! Reference source not found., material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which Nidderdale Cycles would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in clause 6,

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

9.3 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

## **10. CONSEQUENCES OF TERMINATION**

10.1 Upon termination of this agreement, however caused:

- (a) Nidderdale Cycles' consent to the Hirer's possession of the Equipment shall terminate and Nidderdale Cycles may, by its authorised

representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located; and

(b) without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to Nidderdale Cycles on demand:

(i) all Rental Payments and other sums due but unpaid at the date of such demand;

(ii) any costs and expenses incurred by Nidderdale Cycles in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

10.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **11. FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

## **12. CONFIDENTIAL INFORMATION AND PERSONAL DATA**

Nidderdale Cycles undertakes that it shall not at any time disclose to any person any confidential information or personal data concerning the Hirer, except as permitted as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## **13. THIRD PARTY RIGHTS**

No one other than a party to this agreement shall have any right to enforce any of its terms.

**14. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**15. RIGHTS AND REMEDIES**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**16. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.