



## Terms and Conditions for E- Bike Staff Hire

To be completed by employee

### NTU CYCLE HUB E-BIKE HIRE: TERMS AND CONDITIONS

#### 1 Hiring

NTU will provide you with the hire bicycle described above ("the Bicycle") for the duration of the Hire Period specified above.

#### 2 Ownership

The Bicycle shall at all times remain the property of NTU. No aspect of this Agreement shall be deemed to transfer ownership of the Bicycle to you, and you shall have no right to sell or otherwise dispose of the Bicycle.

#### 3 Your obligations

You must:

- (i) not damage or tamper with the Bicycle (beyond the routine maintenance as set out in point 7);
- (ii) always keep the Bicycle in your possession;
- (iii) permit NTU's representatives access to the Bicycle at all reasonable times for the purpose of inspecting, maintaining/repairing or removing it;
- (iv) notify NTU immediately in the event that the Bicycle is stolen, lost or damaged whilst hired to you under this Agreement;
- (v) repay NTU for loss of or damage to the Bicycle, howsoever caused, whilst it is hired to you under this Agreement; this may be in addition to non-refund of your deposit.;
- (vi) not sell or otherwise dispose of the Bicycle and must not allow it to be seized in satisfaction of your debts or for any other legal process.

#### 4 Liability and Indemnity

Nothing in this Agreement shall limit or exclude NTU's liability for: death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; for fraud or fraudulent misrepresentation; or for any other act, omission or liability which may not be limited or excluded by law. NTU shall not be liable to you or any other person for any loss, injury or damage which results from improper use of the Bicycle by you, including use which breaches the terms of this Agreement.

In signing this Agreement you agree to fully indemnify NTU against any claims or legal action by third parties arising out of your use of the Bicycle whilst it is hired to you under this Agreement.

#### 5 Breach of these Terms and Conditions

If you breach this agreement or suffer a bankruptcy order to be presented against you or call any meeting of your creditors or execute any assignment for their benefit, we may, after due notice, terminate this agreement and you will no longer be in possession of the Bicycle with our consent.

#### 6 Insurance

The Bicycle provided under this Agreement is not insured by NTU against loss or theft. You are liable to NTU for the replacement costs if the Bicycle is lost or stolen. You are strongly advised to obtain specific insurance for the Bicycle or otherwise ensure it is covered by your home contents insurance policy. You must inform your

insurer that NTU has an interest in the Bicycle.

## **7 Maintenance**

You are responsible for carrying out or arranging at your own cost the routine maintenance of the Bicycle to ensure that it remains in a safe and roadworthy condition during the Hire Period.

Routine maintenance includes keeping the bike dry and clean, keeping the tyres inflated, repairing punctures and lubrication of moving parts. This list is not exhaustive.

We require that you bring your bicycle for a free maintenance check at least once per university term. This is mandatory. The maintenance check can be any time during workshop opening hours. Each visit will be recorded. £5 will be deducted from your deposit for each missed visit up to a maximum of three.

You must stop using the Bicycle immediately if it develops a defect which compromises its safe use. If the defect can be rectified by routine maintenance, you are responsible for carrying out that maintenance or arranging it at your own cost. If the defect is beyond the scope of routine maintenance, you must report it immediately to NTU. NTU will arrange to inspect the bicycle and agree the appropriate remedy with you. NTU shall be entitled to charge you, or deduct from your Security Deposit, the cost of rectifying defects which are not due to normal wear and tear.

You may lose some or all of your Security Deposit if, on termination of this Agreement, the Bicycle is returned in a such condition that NTU cannot hire it to another user without first undertaking repair or maintenance beyond that required to deal with normal wear and tear. You should familiarise yourself with the Bike Return checklist that will be used to assess your Bicycle upon return.

## **8 Termination**

Unless terminated earlier by you or NTU in accordance with this clause 8, this Agreement will terminate by natural expiry at the end of the specified Hire Period.

You have the right to terminate this Agreement at any time before the end of the specified Hire Period by returning the Bicycle to NTU in satisfactory condition (as specified in clause 7) and confirming your wish to terminate the Agreement. In the event of such termination, you shall be entitled to a refund of the Security Deposit (less any deductions that NTU is legitimately entitled to make) but there shall be no entitlement to refund of any part of the Bicycle Hire Charge.

NTU shall be entitled to terminate this Agreement with immediate effect in the event that you either leave the University or materially breach any of its terms and conditions. In the event of such termination, NTU shall serve written notice to you and you shall be obliged to return the Bicycle within 2 working days of such notice being issued.

## **9 Return of Bicycle**

Upon termination of this agreement you must return the Bicycle to NTU in good condition (fair wear and tear excepted). The Bicycle must be returned to NTU on or before the final day of the specified hire period. You will be notified of the arrangements for the return. Should you not return the bicycle by the agreed date, a valid Nottinghamshire Police crime report number **MUST** be provided within 14 days of the date of return. If you are unable to provide this, NTU will raise an invoice to you to cover the full cost of a replacement cycle. Provided that the Bicycle is returned by the date specified and in an acceptable condition (in accordance with clause 7 above) NTU will repay the Security Deposit to you (less any deductions that NTU is entitled to make under the terms of this Agreement).

## **10 Assignment**

NTU shall be entitled at any time to assign the benefit of this agreement provided that this does not detrimentally affect your rights under it. You may not transfer your obligations under this agreement.

## **11 Safety**

Whilst riding the bicycle you are responsible for your own safety at all times. NTU strongly recommends that you undertake cycle training prior to riding the bicycle and wear a helmet and high visibility clothing whilst riding the bicycle; however this is at your discretion.

You agree that you are not aware of any medical condition that makes you unfit to cycle and agree to inform the cycle hub coordinator if there are any changes to your health that are likely to influence your fitness to cycle on business.

You will carry out a safety check before use and report any faults to the cycle hub. This includes checking the brakes and adjusting the height of the seat to fit before you set off. If there are any problems with the bike, then don't use it and report any problems to the cycle hub coordinator

By hiring the bicycle, you agree to these terms and conditions, and agree that

- You have read and understood these terms and conditions. You have cycled before and are confident and competent cycling on the road with other traffic.
- You understand the risks involved with cycling and will not hold your employer responsible for my injuries or collisions whilst using the bicycles provided.
- You confirm that you are in good physical health and your employer cannot be held liable for any medical condition that might be aggravated by physical exertion.
- You have read the battery user guide and will adhere to guidance to charging the e-bike battery