North Berwick Bikes Ltd Rental Agreement and Terms

1. Introduction

This Rental Agreement ("Agreement") is entered into between North Berwick Bikes Ltd ("Company") and the customer ("Customer") for the rental of traditional bicycles and electric bikes ("e-Bikes"). By signing this Agreement, the Customer acknowledges and agrees to the terms and conditions herein.

2. Assumption of Risk and Release of Liability

Cycling involves inherent risks, including but not limited to physical injury or death. The Customer acknowledges these risks and assumes full responsibility for any injuries, damages, or losses incurred while using the rented equipment. The Customer agrees to release and hold harmless North Berwick Bikes, its officers, employees, and agents from any claims arising from the use of the rented equipment.

3. Financial Responsibility

- **Security Deposit**: The Customer agrees to provide valid credit card details as a security deposit. North Berwick Bikes is authorised to charge the credit card for any damages or losses incurred during the rental period, including but not limited to repair costs, replacement of equipment, or late return fees.

- **Theft or Loss**: In the event of theft or loss of the rented equipment, the Customer is responsible for reimbursing North Berwick Bikes the full retail value of the equipment, including any provided accessories.

4. Rental Terms and Conditions

- **Condition of Equipment**: Bicycles are rented out clean and in proper working condition and must be returned in the same manner.

- **Use of Equipment**: The Customer agrees to operate the bicycle safely and adhere to all applicable traffic laws and regulations. The rented bicycle is to be used solely by the Customer and may not be sublet or used by others without prior consent from North Berwick Bikes.

- **Helmets and Safety**: Helmets are provided and must be worn at all times while operating the rented bicycle. The Customer acknowledges the importance of safety gear and agrees to use it as instructed.

- **Maintenance and Repairs**: The Customer is responsible for basic maintenance during the rental period, such as fixing punctures. Equipment for minor repairs is provided. For any significant mechanical failures not caused by the Customer's misuse, North Berwick Bikes will arrange for repair or replacement.

- **Prohibited Uses**: The Customer agrees not to use the bicycle for racing, mountain biking on unsuitable terrains, stunts, or any activities other than its intended use. Operating the bicycle under the influence of alcohol or drugs is strictly prohibited.

5. Customer Responsibilities

- **Inspection Before Use**: The Customer agrees to inspect the bicycle before use and acknowledges that it is in good working condition. Any issues should be reported to North Berwick Bikes immediately.

- **Secure Storage**: When not in use, the Customer agrees to securely lock the bicycle to prevent theft.

- **Reporting Accidents or Theft**: In the event of an accident or theft, the Customer must notify North Berwick Bikes and the local authorities immediately.

6. Cancellation Policy

- **Cancellations**: If the Customer wishes to cancel before the hire pick-up time, they must do so through the online booking system.

- **Refunds**: Cancellations made 72 hours prior to the hire pick-up time will receive a 100% refund of the full prepaid amount or the option to reschedule the hire to another date. Cancellations made less than 48 hours prior to the pick-up time will not be eligible for a refund.

- **No-Shows**: If the Customer does not cancel the reservation prior to the pick-up time and fails to collect the bicycle on the rental date, no portion of the prepaid amount will be refunded.

- **Early Returns**: Returning the bicycle before the original return date will not result in a refund of any portion of the payment.

7. Acknowledgment

By booking via the booking system, the Customer acknowledges that they have read, understood, and agreed to the terms and conditions of this Rental Agreement.

Note: This Agreement is subject to the laws and regulations of the jurisdiction in which North Berwick Bikes operates. Any disputes arising from this Agreement shall be resolved in accordance with local laws.