

**New Horizons Bike Hire Ltd. shall be known as 'NHBH' within this document.**

## **1) Hire Conditions**

- To be eligible to hire you must be between the ages of 30 and 65 unless otherwise agreed
- Have held a full UK motorcycle license for at least 2 years with a maximum of 6 points
- Be able to provide passport and both parts of your driving license
- 2 forms of utility bill or official dated document (no more than 3 months old)

Each time a bike is used NHBH will hold either your driving license or passport, this will be returned upon safe return of the bike. All documents held will be kept secure. NHBH retains full responsibility for any loss, damage, or theft whilst in their possession.

The current rate for bike hire is displayed on the website at the time of signing this document. Discounts will apply to extended hire periods.

You accept that these bikes may be subject to change from time to time due to circumstances beyond our control (maintenance, crash repairs, late returns etc). Similar bikes will be made available where possible.

## **2) Hire Periods**

Minimum hire period is one day (24 hours). For the purposes of hiring, we deem that the days start and end at noon, ie. bikes may be collected after 12:00 and must be returned by 11:59, unless otherwise agreed.

**3) Mileage** will be unlimited.

**4) Deposit** will be as identified on the website at the time of hire. This must be in cleared funds prior to the hirer's ride time. The deposit will be returned subject to damages and fuel cost (see below).

## **5) Collection and Delivery**

Bikes can be collected from the office or can be delivered to an address of your specification for multi-day hires. Bikes that are to be delivered outside the 60 mile zone will be charged at the rate of £1.00 per mile, subject to a minimum charge of £50. We will endeavor to keep to a hirer's requested time frame as much as possible, however due to the nature of road transport this may be subject to delay in some cases. NHBH cannot be held liable for delivery or collection delays for reasons beyond our control.

## 6) Insurance

Only the hirer will be entitled to ride the bikes. The hirer will be fully comprehensively insured regardless of fault. The hirer will be required to pay up to the deposit required as the insurance excess in the event of any insurance claim that is made as a result of the hirer's actions. If the claim is for a lower amount the hirer will be responsible for this amount. A full breakdown of the claim and charges will be made available to the hirer upon his request prior to any payment if he requires. Should damage occur the deposit will be held by NHBH for a period of up to 30 days from damage caused, whilst the repairs costs are assessed.

**6.1)** If a bike is damaged whilst in the possession of the hirer and the responsible parties insurance does not provide adequate cover, the hirer will be responsible for that damage however caused. This applies to damage caused to the bike whilst it is unattended.

**6.2)** If through the actions of any hirer, conscious, accidental or deliberate, the insurance cover for a bike or bikes becomes void, then that hirer will become personally liable for the full costs incurred as a result of their negligence.

**6.3)** In order to meet our insurance obligations hirers may not use any bike:

- for any form of business use
- to tow or pull anything
- in a way that would exceed legal or manufacturers guides for safe operation
- if the driver is under the influence of alcohol or/and drugs which may affect riding ability
- on any road or other driving surface that has not been adopted by the local council.
- for any form of race, trial, rally, track day or other competition
- to participate in any event
- for commercial, financial or personal gain

Our insurance policy will be made available for you at any time and copies are presented when hirers collect their bike.

## 7) Accidents

The hirer must not under any circumstances admit liability for any damage, accident or claim to any persons without the consent of NHBH. If an accident occurs please remain with the bike and contact NHBH prior to exchanging the required details. **DO NOT ADMIT LIABILITY IN ANY FORM.** No hirer is to attempt to make, or accept payment from a third party as compensation.

## 8) Reservation

A 25% deposit must be made upon booking and full payment must be made before the commencement of hire. All ride time reservations will be made by contacting the office.

## **9) Cancellation**

If any reservation needs to be canceled, this must be done by telephone within normal working hours. No refunds will apply prior to 28 days before the booking. A 25% refund will apply after this period. NHBH reserves the right to cancel at any time, and a full refund will be given in that circumstance.

## **10) Availability**

NHBH will always try to ensure that bikes are available for reservations; however this cannot be guaranteed due to the ever present risk of breakdown, loss or other factors beyond our control. In the event of any reserved bike not being available, you will be advised as soon as possible. NHBH liability is limited to refunding any monies paid with no liability being made for any other loss. NHBH may from time to time need to remove bikes in order to carry out service and maintenance or for other reasons. A replacement bike or credit refund will be applicable. In extreme weather conditions please contact the office prior to commencing your journey to collect the bike.

## **11) Fuel Charges**

Hirers are responsible for fuel charges. If the fuel tank is not the same on return then the hirer will be invoiced for the fuel used at the current local retail price plus 20%.

## **12) Oil & Water**

All bikes will be provided with oil and water levels at the optimal levels. Hirers must not add any fluids to the vehicles without NHBH prior consent with the exception of fuel. Bikes are only to be re-fueled with a correct grade of petrol as recommended by the manufacturer.

If general levels of fluids engine coolant, engine oil, brake, and clutch fluids are required during drive time the hirer must contact NHBH immediately. Failure to comply may result in serious damage to the bike for which the hirer may be held financially responsible.

## **13) Damage**

All bikes will be rigorously checked prior to and following each ride period and readings taken in relation to tyre tread depth and condition, wheel condition, bodywork and paintwork condition, fluid levels, electrical, mechanical and hydraulic systems. If any hirer is deemed to have caused unacceptable wear and or damage to the bike through negligence or deliberate action, additional charges will be made.

If damage to tyres occurs the hirer must not ride the bike and must contact the company office to arrange for a replacement to be fitted. In the case of punctures, the cause will be assessed and if the puncture is found to be caused as a result of hirer negligence then the hirer will be charged accordingly. Tyres that are found to have been worn or damaged as a result of misuse will be charged for.

If any bike is damaged in any way while in the possession of a hirer, then the hirer must report the damage to the office immediately. If damage is such that the bike may not be moved, the hirer must not abandon the bike but will firstly ensure their own safety and that of any passengers and if possible secure the bike then stay with it until assistance arrives.

#### **14) Delivery I.D.**

Bikes may only be collected by or delivered to the person who will be riding the bike, and will be required to provide positive picture identification (driving license, passport) If identification cannot be verified the reservation will be canceled and any costs charged to the hirer. For both the hirers security and the handover may be filmed and photographed.

#### **15) Extra charges / fines**

Any additional costs incurred for delivery / collection, such as tolls or congestion charges in London will be charged to the hirer.

Any hirer incurring any penalty or fine issued by any authority, will be liable to pay for the penalty and all costs associated with settling such. Hirers will also be liable for any penalty points incurred while a bike is in their possession.

#### **16) Returns**

At the end of the reserved ride period, hirers must ensure the bike is either available for collection at the arranged time or is returned to our office by the agreed time. Any hirer returning a bike outside the agreed hours will be charged at the rate of £25 per hour or part thereof until the bike is returned.

#### **17) Tracking**

For security reasons all bikes are fitted with tracking devices. NHBH reserve the right to periodically check on the location of any bike. In addition, the tracking devices will notify us automatically should any bike be taken to a location out side of the UK unless the hire is for us out side of the UK, prohibited used may occur and an automatic engine immobilizer will be activated. Should this occur the hirer will be subject to a fine of £3000.

In addition systems exist within all NHBH bikes that will record parameters relating to rider safety. These systems will report extreme exceptions to the manufacturers stated acceptable use of bikes and may be utilised to prohibit continuous inappropriate activity.

## **18) UK Use**

Bikes are only permitted to be used within the UK for social, domestic or pleasure use only. In addition the tracking devices will notify us automatically should any bike be taken outside the UK and an automatic engine immobiliser will be activated. Should this occur the hirer will be subject to a fine of £3000. Should the hirer wish to use the bike in Europe he must seek written authorisation from NHBH.

## **19) Security**

During the reserved ride period, hirers are required to ensure that the security of the bike in their possession is maintained. When not in use bikes must be locked, the alarm systems activated and stored in a safe place.

When not at the hirers home address, bikes, wherever possible should not be parked on the street and hirers should seek parking facilities displaying the 'Secured Car Park'.

## **20) Driver Suitability.**

All hirers will be required to consent to and pass all checks relating to identification, license endorsements, insurance claims history and driver suitability. NHBH may take the new hirers out under supervision to assess the suitability of the driver. NHBH reserves the right to withdraw hire, should we believe you to be unsuitable. A full refund will be applicable.

## **21) Data**

All information held by NHBH will be kept in accordance with the data protection guidelines 1982 and will not be used for any other purpose than that for the operation of the members' account. We will use your information

- to assess your application, manage your account and operate services
- to recover debts and prevent fraud
- to confirm your identity with appropriate agencies

## **22) Obligations**

Any obligations, legally binding or implied may not be assigned to others by any hirer under the terms of this agreement. However NHBH may be entitled to appoint or assign its obligations to any party under the terms of the agreement.

## **23) Third Parties**

Any person who is not party to this agreement is not entitled to retain any rights to enforce any of its terms and conditions as detailed in the Rights of Third Parties Act 1999.

**24) Law**

The terms and conditions as detailed here and such constituted terms of ownership will at all times be governed and interpreted in accordance with English Law and under the jurisdiction of English Courts. Any obligations, legally binding or implied may not be assigned to others by any hirer under the terms of this agreement. However NHBH may be entitled to appoint or assign its obligations to any party under the terms of the agreement.

NHBH is not responsible as far as the law permits, for any damage, injury or loss suffered to, or by the actions of, any owner or passenger accompanying the owner in any NHBH.

I confirm that I have read, understood and agree to the above terms and conditions.

*Signed* .....

*Full name* ..... (referred to herein as “the hirer”)

*Date* .....