



## EQUIPMENT HIRE AGREEMENT

This equipment hire agreement (this "Agreement")  
dated:

Date of Agreement
Date you checkout

Between THE BIKE CLUB LIMITED (the "Owner") AND the "Hirer" as below:

	The Hirer	The Owner
Name	Your name	The Bike Club Limited
Address	Your address	126 New Kings Road
		London
Postcode	Your Postcode	SW6 4LZ
e-mail address	Your email address	info@bikeclub.com

(the Owner and Hirer are collectively the "Parties")

In consideration of the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledges, the Owner leases the Equipment to the Hirer, and the Hirer leases the Equipment from the Owner on the following terms:

### Definitions

- The following definitions are used but not otherwise defined in this Agreement:
  - "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
  - "Equipment" refers to the bike or other physical asset which has been loaned from the Bike Club

THE GOODS	
Product	Bicycle or Scooter
Model	[The bike/scooter that you are renting]

- "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

### Lease

- The Owner agrees to lease the Equipment to the Hirer, and the Hirer agrees to lease the Equipment from the Owner in accordance with the terms set out in this Agreement.

### Term

3. The Lease commences on the date as specified below in *Clause 4: Financial details in the event of purchase* ("First Payment Date") and will continue indefinitely until either of the Parties terminates the contract (the "Term").

### Rent and deposit

4. The rent will be paid in set amount instalments each month ("Monetary Amount of Monthly Payments"), in advance, beginning on the First Payment Date and will be paid on the same day of each succeeding month (the "Date of Monthly Payments") throughout the Term (the "Rent").

Clause 4: Financial details in the event of purchase [based on price at checkout]			
1. Cash price (excl VAT)		First Payment Date	
2. VAT		First monthly instalment (£)	
3. Total cash price		Followed by (Number of Monthly Payments)	
4. Less deposit (if any)		Date of Monthly Payments	
5. Amount of credit		Monetary Amount of Monthly Payments (£)	
6. Interest		Final instalment Including Option to Purchase Fee (£)	
7. Total amount payable by instalments		Total charge for credit	
		Total amount payable	
		APR (%)	
Subsequent payments are due on the same day each successive month			

### Use of equipment

5. The Hirer will use the Equipment in a good and careful manner and will comply with the manufacturers requirements and recommendations respecting the Equipment and within any applicable law, whether local, state or federal respecting the use of the Equipment, including but not limited to, environmental and copyright law.
6. The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose
7. Unless the Hirer obtains the prior written consent of the Owner, the Hirer will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.
8. The Hirer will, at the Hirers own expense, keep the Equipment in good repair, appearance and condition, moral and reasonable wear and tear excepted
9. If the Equipment is not in good repair, appearance and condition when it is returned to the Owner, the Owner may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, normal wear and tear excepted. The Owner will make the said repairs within a reasonable time of taking possession of the Equipment and will give the Hirer written notice of any invoices for the said repairs. The Hirer will then reimburse the Owner for the actual expense of said repairs.
10. The Hirer may, but is not obliged to, enforce any warranty that the Owner has against the supplier or manufacturer of the Equipment.

### Warranties

11. The Equipment will be in good working order and good condition upon delivery.

12. The Equipment is of merchantable quality and is fit for the purpose.

### **Loss and damage**

13. To the extent permitted by law, the Hirer will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.
14. If the Equipment is lost or damaged, the Hirer will continue payments, will provide the Owner with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.
15. In the event of Total Loss of the Equipment, the Hirer will continue paying Rent, until they provide the Owner with prompt written notice of such loss and will then pay the Casualty Value.

### **Ownership, Right to Lease and Quiet Enjoyment**

16. The Equipment is the property of the Owner and will remain the property of the Owner.
17. The Hirer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
18. The Owner warrants that the Owner has the right to lease the equipment according to the terms in the Agreement.
19. The Owner warrants that as long as no Event of Default has occurred, the Owner will not disturb the Hirers quiet and peaceful possession of the Equipment or the Hirers unrestricted use of the Equipment for the purpose for which the Equipment was designed.

### **Taxes, fees and charges**

20. The Hirer will report and pay all taxes, fees and charges associated with the Equipment, with the use of the Equipment, and with revenues and profits arising out of use of the Equipment, including, but not limited to, sales taxes and registration fees. The Hirer will pay any and all penalties and interest for failure to report required information to any taxing authority with jurisdiction over the Hirer or the Equipment. If the Hirer fails to do any of the foregoing, the Owner may, but is not obligated to, do so at the Hirers expense.
21. Notwithstanding any other provisions of this Agreement, the Hirer will not be required to pay any tax, fee or charge if the Hirer is contesting the validity of same in the manner prescribed by the legislation governing the imposition of same, or in the absence of a prescribed form, in a reasonable manner. However, the Hirer will indemnify and reimburse the Owner for damages and expenses incurred by the Owner arising from or related to the Hirers failure to pay any tax, fee or charge, regardless of whether the Hirer is contesting the validity of the same or not.
22. If the Hirer fails to pay any and all taxes, fees and charges mentioned in this Agreement and the Owner, on behalf of the Hirer, pays the same, the Hirer will reimburse the Owner for the cost upon notification from the Owner of the amount.

### **Indemnity**

23. The Hirer will indemnify and hold harmless the Owner against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys fees and costs, arising out of or related to the Hirers use of the Equipment.

### **Default**

24. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:
  - a. The Hirer fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Hirers obligations under this Agreement.
  - b. The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditor or files for or has bankruptcy proceeding instituted against it under the bankruptcy law of the United Kingdom or other competent jurisdiction.
  - c. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 30 days

### **Remedies**

25. On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies (the "Remedies"):

- a. Declare the Rental payments plus one-off payments as stipulated in Clause 4 of this agreement are immediately due and payable without notice or demand to the Hirer.
  - b. Where applicable, apply the Deposit toward any amount owing to the Owner.
  - c. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default
  - d. Take possession of the Equipment, without demand or notice, wherever that may located, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking of possession.
  - e. Terminate this Agreement immediately upon written notice to the Hirer.
  - f. Charge a £29.99 administration fee.
  - g. Pursue any other remedy available in law or equity.
26. The Hirer is entitled to the protection and remedies available to them under the Consumer Credit Act 1974.

### **Entire Agreement**

27. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

### **Address for Notice**

28. Service of all notices under this Agreement will be delivered personally, sent by mail or courier or by electronic mail to both the Owner and the Hirer.

### **Payment**

29. All proud amounts in this agreement refer to pounds sterling, and all payment required to be paid under this Agreement will be paid in pound sterling unless the Parties agree otherwise.

### **Interpretation**

30. Headings are inserted for the convenience of the Parties only are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### **Governing Law**

31. This Agreement will be construed in accordance with and covered by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

### **Severability**

32. If there is a conflict between any provision of this Lease and the applicable legislation of (the "Act", the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
33. If there is a conflict between any provisions of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.
34. In the event that any of the provisions of this Agreement are held to be invalid or unforeseeable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as through the invalid or enforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

### **General Terms**

35. This Agreement may be executed in counterparts. Digital signatures are binding and are considered to be original signatures.
36. This agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns.
37. Neither party will be liable in damages.

## Notice to Hirer

38. This is a lease. You are not buying the Equipment.

39. You are entitled to a complete copy of this Agreement when you sign it

## Bike Club Plus

40. If you have signed up to Bike Club Plus at checkout you are deemed to have accepted the following terms in this hyperlink: <http://help.thebikeclub.co/en/articles/3298534-bike-club-plus>

### Hirers Rights

IMPORTANT - YOU SHOULD READ THIS CAREFULLY

#### YOUR RIGHTS

The Consumer Credit Act 1974 covers this agreement and lays down certain requirement for your protection which must be satisfied when this agreement is made. If they are not, we cannot enforce the agreement against you without a court order. The act also give you a number of rights. You have the right to settle this agreement at any time by giving notice in writing and paying off all the amounts payable under this agreement which may be reduced by a rebate. If you have obtained unsatisfactory goods or services under a transaction finances by this agreement you may have a right to sue the supplier, or us, or both. Similarly, if the contract is not fulfilled, you may still be able to sue us. If you would like to know about the protection and remedies provided under the Act, you should contact your local Trading Standards Department or your nearest Citizens Advice Bureau.

#### TERMINATION: YOUR RIGHTS

You have the right to end this agreement. If you wish to do so, you should write to us as we are authorised to receive your payments. We will then be entitled to return of the goods. If you have paid any overdue instalments, you will not have to pay any additional fees, providing you have taken reasonable care of the goods.

ensure that you understand the terms of the agreement above.

#### REPOSSESSION: YOUR RIGHTS

If you have failed to keep to your side of this agreement but you have paid at least one third to the total amount payable under this agreement, we may not take back the goods against your wishes unless we get a court order. (In Scotland we may need a court order at any time). If we do take them without your consent or a court order, you have a right to get back all the money that you have paid under the agreement.

**Signatures:** Before you sign, you should read carefully, and This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you wish to be legally bound / its terms

Signature of customer: eSignature at checkout – [your name] Date of signature and agreement:

Date you checkout