

# E Rider Lease Hire Agreement

## **1 The hire**

1.1 The Owner hereby agrees to let and the Hirer agrees to take on hire the Equipment upon the terms and subject to the conditions in this Agreement.

## **2 Delivery of the bike**

2.1 The Owner will deliver the bike to the Hirer and provide basic instruction as to its assembly and use. The Hirer shall follow these instructions in every respect. If the Hirer shall refuse or be unable for any reason to accept delivery within 7 days after the Start Date the Owner shall be entitled to terminate this Agreement and the Hirer shall pay the Owner for any losses or expenses incurred as a result.

2.2 The Hirer will at his/her own expense and in sufficient time to enable delivery of the Equipment suitably prepare the Location for receipt of the Equipment.

2.3 The Hirer shall afford to the supplier or its representatives all facilities reasonably required by it to enable delivery of the bike to take place.

## **3 Acceptance**

3.1 It shall be a precondition to the start of the Rental Period and it will be presumed that the Equipment was properly and punctually delivered in good repair and satisfactory order and that it has been duly accepted by the Hirer and shall be subject to all the terms and conditions of this Agreement.

## **4 Hire charges**

4.1 The Hirer shall pay to the Owner an initial non-refundable deposit to set up the contract. The Hirer shall pay to the Owner during the Rental Charges in the amounts and at the times specified in the Schedule. Payment shall be due without previous demand or invoice and shall be made so as to be received by the Owner in cleared funds on its due date. If the date on which any amount is payable by the Hirer shall not be a Business Day such amount shall be paid by the Hirer on the next subsequent day which is a Business Day. All payments must be made on time or the Agreement can be cancelled by the Owner if any payment is unpaid for 14 days or more. Interest will be charged on late payments at 8% per annum.

## **5 Option to purchase**

At the end of the rental period if the Hirer wishes to purchase the Equipment (in its then existing state and condition and on and subject to the provisions of clause [9.3]) below he can do so for the sum of £20. If the Hirer does not purchase the Equipment, then he shall make it available in good repair and condition (fair wear and tear excepted) for collection at any time on 24 hours notice by the Owner. This shall be deemed to be at 5pm on the last day of the Rental Period unless the Owner shall state otherwise.

## **6 Hirer's promises**

6.1 The Hirer promises:

6.1.1 to take all reasonable and proper care of the bike and keep it in good and serviceable condition (reasonable fair wear and tear excepted) and to indemnify the Owner against loss of or damage to the Equipment howsoever caused;

6.1.2 to carry out all maintenance requirements prescribed by the Manufacturer's written instructions or any written instructions from the Owner with all due care in accordance with any such instructions and at the recommended time or times;

6.1.3 to ensure that any instructions or manuals supplied by the Manufacturer or the Owner for use of the bike are fully understood and will be observed by the Hirer and any person who will be responsible for the use of the same;

6.1.4 to take such further steps as may be properly recommended by the Manufacturer or may otherwise be necessary to ensure that the Equipment will be safe and without risks to health and safety when properly used by the Hirer or authorised users;

6.1.5 only to operate the Equipment and to permit the Equipment to be operated in a skilful and proper manner and by persons who are competent to operate it;

6.1.6 not to make or cause or permit to be made any alteration amendment modification or addition to the Equipment without the Owner's prior consent in writing (unless such alteration or modification is to give effect to an improvement in design or technology approved by the Manufacturer);

6.1.7 to keep the Equipment suitably housed;

6.1.8 not to remove the Equipment from the Location and to notify the Owner in writing of any change in the Hirer's address and upon the request of the Owner to inform the Owner in writing of the whereabouts of the Equipment;

6.1.9 not to sell or offer for sale assign or lend out the Equipment or in any way part with the Equipment or any interest in it but to keep the Equipment in its own legal and physical possession;

6.1.10 that the Equipment shall remain the property of the Owner;

6.2 The Hirer hereby expressly further agrees and represents to the Owner that:

6.2.1 so far as is practicable for the Hirer to do, it has satisfied itself that the Manufacturer has carried out all necessary tests and examinations to ensure that the Equipment is designed and constructed so as to be safe and without risks to health when properly used by the Hirer or authorised users;

6.2.2 neither the Manufacturer nor any other person not in the actual employ of the Owner by or through whom this transaction may have been introduced negotiated or conducted is the agent or has authority to act as agent of the Owner and the Hirer accepts that the Owner shall accordingly have no liability whatsoever for any statement warranty or representation made by the Manufacturer or such other person;

## **7 Insurance**

7.1 The Hirer shall throughout the Rental Period insure the Equipment.

- The Hirer shall not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of any policy of insurance for the time being relating to the Equipment nor do or allow to be done any act or thing whereby such insurance may be invalidated.

- In the event of any loss of or damage to all or any part of the Equipment the Hirer shall give immediate notice to the Owner and shall make an appropriate claim under the said insurance policy in such manner as the Owner shall require.

## **8 Warranties relating to the equipment**

8.1 The Owner will use its best endeavours to extend to the Hirer or enforce on its behalf the benefits of any guarantee condition or warranty which may have been given to the Owner by the Manufacturer or otherwise implied in favour of the Owner.

8.2 Any such guarantee condition or warranty shall only be extended to the Hirer or enforced on its behalf on terms that the Hirer shall fully indemnify the Owner to the satisfaction of the Owner against all costs claims damages and expenses incurred or to be incurred in connection with the enforcement thereof or the making of any claim thereunder.

8.3 The Hirer expressly acknowledges that the Owner is not the original manufacturer or supplier of the biket, that the bike has been selected by the Hirer as suitable for its purpose, and that it has been purchased by the Owner for the purpose of enabling the Owner to enter into this Agreement with the Hirer in respect of the same.

8.4 The Hirer will not be entitled to any rebate of Hire Charges in respect of any period during which the bike is not in the possession of the Hirer, unserviceable, out of order or unusable, and the Owner will not be liable to provide the Hirer with any replacement goods or parts at all.

8.5 The Hirer agrees that the Owner will not be liable for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the bike or any part thereof, or for any inadequacy, thereof for any purpose, or for any deficiency or defect therein or in the use or performance thereof, or for any loss of, business or other consequential damage or any damage whatsoever and howsoever caused provided that nothing herein provided shall exclude any liability of the Owner in respect of death or personal injury resulting from the negligence of the Owner or its employees or agents.

8.6 The Hirer hereby agrees with and undertakes to the Owner that (whether or not the Period of Hire shall have expired or this Agreement determined) it will indemnify the Owner and keep it at all times fully and effectually indemnified from and against all actions, claims, demands, proceedings (in each case whether civil or criminal) costs expenses losses or liabilities of whatsoever nature which may be made or brought against or suffered or incurred by the Owner by reason of any loss, injury, death or damage caused or alleged to be caused to any person or property by or arising or alleged to arise directly or indirectly out of the design, manufacture, control, operation, use, removal, maintenance, repair or hire of the Equipment howsoever arising and regardless of the time when the same shall arise or shall be alleged to arise and whether or not the Equipment is in the possession or control of the Hirer and against all costs charges and expenses of and incidental thereto provided that nothing herein shall impose any obligation on the Hirer to indemnify the Owner against any liability arising in respect of death or personal injury resulting from the negligence of the Owner its employees or agents.

## **9 Termination**

9.1 Provided the Hirer is not in default of any of its obligations hereunder, the Hirer shall be entitled to terminate this Agreement at any time during the Period of Hire on giving to the Owner not less than 60 days' notice in writing to that effect and by paying to the Owner such sum as with payments previously made amount to the total Rental payments under this Agreement (less a discount for the acceleration of payment at a rate of 10 per cent per annum) and by returning the Equipment to the Owner in good repair and condition (fair wear and tear excepted).

9.2 If and on each and every occasion on which:

9.2.1 the Hirer shall fail to pay any Hire Charges or other sums payable under this Agreement in full within 14 days after the same shall have become due;

9.2.2 the Hirer shall commit a breach of any of the other terms or conditions of this Agreement and (if capable of being remedied) shall fail to remedy such breach within 14 days after notice in writing from the Owner requiring the same

9.2.3 the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the Equipment are prejudiced or put in jeopardy;

9.3 Upon the termination of this Agreement the Hirer shall no longer be in possession of the bike with the consent of the Owner and all (if any) guarantees, conditions and warranties assigned to the Owner in consequence of the operation of clause [9.1] shall automatically be reassigned to the Owner and will:

9.3.1 at the Hirer's expense return the bike to the Owner in good working order and condition (reasonable fair wear and tear only excepted) and so that if the Hirer shall fail to return or re-deliver such bike within a reasonable time of being requested so to do by the Owner the Owner may forthwith and without any notice retake possession of the bike and for this purpose shall be entitled freely to enter into and upon any premises occupied by or under the control of the Hirer;

9.3.2 be solely responsible for ensuring the safe-keeping supervision and custody of the bike until it is returned to or repossessed by the Owner;

9.3.3 without prejudice to the Owner's rights to claim damages become immediately liable to pay to the Owner an amount comprising the aggregate of:

9.3.3.1 all arrears with interest;

9.3.3.2 any costs and expenses incurred by the Owner;

9.3.3.3 the unpaid balance of the total Rental Charges, (less a discount for the acceleration of payment at a rate of 10% per annum);

9.3.3.4 all and any other sums due under this Agreement.

## **10 General**

### **Assignment by owner**

10.1 The Owner may assign or charge this Agreement or its rights hereunder to any person provided that (for so long as the Hirer is not in breach) any such assignment or charge will not affect the Hirer's right to quiet possession and enjoyment of the bike,

### **Assignment by hirer**

10.2 The Hirer may not without the prior written consent of the Owner assign transfer or charge or purport to assign transfer or charge this Agreement or its rights hereunder or lend out the Equipment to any person.

### **Law and jurisdiction**

10.3 This Agreement shall be governed by and construed in all respects in accordance with the laws and in the Courts of England.