

Hire Agreement regulated by the Consumer Credit Act 1974

Pre Contract information & hirer copy

This is a hire agreement made between us: University of Lincoln having our registered office at University of Lincoln, Brayford Pool, Lincoln, LN6 7TS and you the person named below:

Full Name: _____

Address: _____

KEY FINANCIAL INFORMATION

Description of Bicycle: Raleigh Pioneer 1 Step thru / Crossbar Bike ID no: _____

Hire period start date ___/___/___ Hire period end date ___/___/___

Deposit payable on signing of the agreement: 1 month £50 6 month £50 1 year £50

Hire fee payable in advance: 1 month £12 6 month £30 1 year £50

KEY INFORMATION

Security to be provided: A security deposit (see above) to be refunded to you upon return of the bicycle in accordance with condition 5. Refunds will normally be provided within 30 days at the end of the contract period subject to completion of a Bike Return Checklist (Document cycLIN 4.1 in your information pack).

Insurance is included in the hire fee. In the event of total loss, the hirer will be liable for the first £50. Failure to keep the bicycle secure as listed under your obligations will invalidate the insurance and render you liable for the full cost of loss.

This agreement is a fix-term contract. The hire fee is nonrefundable even in the event of early contract termination.

See over for terms and conditions

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection, which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement against you without getting a court order.

If you would like to know more about the protection and remedies provided under the Act, you should contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

TERMS AND CONDITIONS

1. **Hire**
We are letting and you are taking on hire the bicycle described above (“the Bicycle”)

2. **Your obligations**
You will:
 - a) Not damage or tamper with the Bicycle;
 - b) Use the Bicycle in a responsible manner and take appropriate precautions to ensure your own safety. The University of Lincoln will not accept liability for any loss or injury caused by inappropriate use of the Bicycle (See advice sheet cycLIN 5.1 in your information pack).
 - c) In the event of loss or damage to the Bicycle, contact Sports Centre as soon as possible on 01522 886638
 - d) Keep the Bicycle in your possession at the address given in this contract;
 - e) When the Bicycle is unattended you will secure it using the padlock provided to a fixed stand;
 - f) Remove the lights when the Bicycle is unattended;
 - g) Permit our representatives access to the Bicycle at all reasonable times for the purpose of inspecting, repairing or removing it;
 - h) Deliver the Bicycle when requested for service (e.g. 4-6 weeks, 5 months);
 - i) Repay us for any loss of or damage to the Bicycle whilst in your possession howsoever caused and notify us immediately of any such loss or damage;
 - j) Not sell or dispose of the Bicycle and will not allow it to be seized in satisfaction of your debts or for any other legal process and will indemnify us against all losses, costs, claims, damage and expenses howsoever occasioned by your breach;
 - k) Agree to participate in monitoring of the scheme by the University

3. **Breach**
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.

4. **Termination**
This agreement will terminate at the end of the period of hire set out in this agreement. You will normally be informed 30 days prior to the end of your contract when to return the Bicycle

5. **Return of Goods**
Upon termination of this agreement you will return the Bicycle to us in good condition (fair wear and tear excepted) and pay us all amounts due but unpaid up to the date of termination. On return of the Bicycle under this condition 5 we will repay the security deposit to you.

6. **Assignment**
We shall be entitled at any time to assign the benefit of this agreement provided that this does not detrimentally affect your rights under this agreement.