



Cycle Hire: Terms and Condition

- 1 **Hiring**
UOH ULIVING will provide you with the hire bicycle described above ("the Bicycle") for the duration of the Hire Period specified above.
- 2 **Ownership**
The Bicycle shall at all times remain the property of UOH ULIVING. No aspect of this Agreement shall be deemed to transfer ownership of the Bicycle to you, and you shall have no right to sell or otherwise dispose of the Bicycle.
- 3 **Your obligations**
You must:
 - (i) not damage or tamper with the Bicycle (beyond the routine maintenance as set out in point 7);
 - (ii) always keep the Bicycle in your possession;
 - (iii) permit UOH ULIVING's representatives access to the Bicycle at all reasonable times for the purpose of inspecting, maintaining/repairing or removing it;
 - (iv) notify UOH ULIVING immediately in the event that the Bicycle is stolen, lost or damaged whilst hired to you under this Agreement;
 - (v) repay UOH ULIVING for loss of or damage to the Bicycle, howsoever caused, whilst it is hired to you under this Agreement; this may be in addition to non-refund of your deposit.;
 - (vi) not sell or otherwise dispose of the Bicycle and must not allow it to be seized in satisfaction of your debts or for any other legal process.
- 4 **Liability and Indemnity**
UOH ULIVING shall not be liable to you or any other person for any loss, injury or damage which results from improper use of the Bicycle by you, including use which breaches the terms of this Agreement.

In signing this Agreement you agree to fully indemnify UOH ULIVING against any claims or legal action by third parties arising out of your use of the Bicycle whilst it is hired to you under this Agreement.
- 5 **Breach of these Terms and Conditions**
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.
- 6 **Insurance**



The Bicycle provided under this Agreement is not insured by UOH ULIVING against loss or theft. You are liable to UOH ULIVING for the replacement costs if the Bicycle is lost or stolen. You are strongly advised to obtain specific insurance for the Bicycle or otherwise ensure it is covered by your home contents insurance policy. You must inform your insurer that UOH ULIVING has an interest in the Bicycle.

7 Maintenance

You are responsible for carrying out or arranging at your own cost the routine maintenance of the Bicycle to ensure that it remains in a safe and roadworthy condition during the Hire Period.

Routine maintenance includes keeping the bike dry and clean, keeping the tyres inflated, repairing punctures and lubrication of moving parts. This list is not exhaustive.

You must bring the Bicycle to one free maintenance check during the Hire Period. UOH ULIVING will contact you in advance with details of these maintenance check and service sessions. Failure to attend any of these sessions without giving one week's prior notice will incur a £10 charge per appointment missed.

You must stop using the Bicycle immediately if it develops a defect which compromises its safe use. If the defect can be rectified by routine maintenance, you are responsible for carrying out that maintenance or arranging it at your own cost. If the defect is beyond the scope of routine maintenance, you must report it immediately to UOH ULIVING. UOH ULIVING will arrange to inspect the bicycle and agree the appropriate remedy with you. UOH ULIVING shall be entitled to charge you, or deduct from your Security Deposit, the cost of rectifying defects which are not due to normal wear and tear.

You may lose some or all of your Security Deposit if, on termination of this Agreement, the Bicycle is returned in a such condition that UOH ULIVING cannot hire it to another user without first undertaking repair or maintenance beyond that required to deal with normal wear and tear. You should familiarise yourself with the Bike Return checklist that will be used to assess your Bicycle upon return.

8 Termination

Unless terminated earlier by you or UOH ULIVING in accordance with this clause 8, this Agreement will terminate by natural expiry at the end of the specified Hire Period.

You have the right to terminate this Agreement at any time before the end of the specified Hire Period by returning the Bicycle to UOH ULIVING in satisfactory condition (as specified in clause 7) and confirming your wish to terminate the Agreement. In the event of such termination, you shall be entitled to a refund of the Security Deposit (less any deductions that UOH ULIVING is legitimately entitled to make) but there shall be no entitlement to refund of any part of the Bicycle Hire



Charge.

UOH ULIVING shall be entitled to terminate this Agreement with immediate effect in the event that you either leave the University or materially breach any of its terms and conditions. In the event of such termination, UOH ULIVING shall serve written notice to you and you shall be obliged to return the Bicycle within 2 working days of such notice being issued.

9 Return of Bicycle

Upon termination of this agreement you must return the Bicycle to UOH ULIVING in good condition (fair wear and tear excepted). The Bicycle must be returned to UOH ULIVING Student accommodation reception 29 August 2014. Failure to return the Bicycle by the specified date will result in you becoming liable for the whole replacement cost of the bike. Provided that the Bicycle is returned by the date specified and in an acceptable condition (in accordance with clause 7 above) UOH ULIVING will repay the Security Deposit to you (less any deductions that UOH ULIVING is entitled to make under the terms of this Agreement).

10 Assignment

UOH ULIVING shall be entitled at any time to assign the benefit of this agreement provided that this does not detrimentally affect your rights under it. You may not transfer your obligations under this agreement.

11 Safety

Whilst riding the bicycle you are responsible for your own safety at all times. UOH ULIVING recommends that you undertake cycle training prior to riding the bicycle and wear a helmet whilst riding the bicycle; however this is at your discretion.