

e-Bike Hire Agreement

Version history

- 21 April 2023. Sent by Paul Cross at RAL (drafted for RAL's scheme but then not used)
- 5 May 2023. Agreed with UKRI Legal team; formatting adjusted

Our contact details

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Introduction

The e-bike hire scheme (the 'Scheme') is intended to allow employees of UKRI to try out an e-bike for a period of time before deciding whether to buy their own e-bike. The scheme is free of charge and booking is managed by UKRI using Microsoft Bookings/Outlook.

A quick safety check will be carried out on the bikes on a weekly basis (depending on usage levels), and maintenance and servicing will be carried out every three months by Halfords.

If you are interested in using a bike then please read the terms and conditions of Hire carefully.

Terms and Conditions of Hire

1 General

- 1.1 The Hire Agreement is between the person booking the e-bike ('You', 'Your') and the Science and Technology Facilities Council (STFC) as part of United Kingdom Research and Innovation (UKRI) ('We', 'Us', 'Our').
- 1.2 We agree to provide you an electrically assisted pedal cycle ('e-bike') for the duration agreed during the booking process.
- 1.3 You will not be charged for the hire of the e-bike and equipment (if any), however we expect that you will comply with the terms and conditions as set out in this Hire Agreement.
- 1.4 The e-bike and any equipment provided to you as part of this Hire Agreement shall at all times remain the property of UKRI. That is, for the entire duration this Hire Agreement, including any subsequent extension to the hire period.
- 1.5 We will organise the maintenance of the e-bikes at every 3 months by Halfords.
- 1.6 For insurance purposes, the replacement value of the e-bike is **£3,000**.
- 1.7 The rights or obligations under this Hire Agreement cannot be transferred or assigned to any third party.
- 1.8 In the event that we become aware or notified of any misuse of the e-bike, We may request an immediate inspection of the e-bike or terminate this Hire Agreement with immediate effect. You shall, at your own cost, immediately return the e-bike to our location or as reasonably directed by Us.
- 1.9 Your contact details and personal information will be processed in accordance with the [UKRI Privacy Notice](#).

2 Your Obligations

2.1 You agree to:

- i) not to use the e-bike for unlawful purposes;
- ii) always comply with the Highway Code Rules for cyclists and any instructions as directed by Us;
- iii) not alter, modify or adapt the e-bike during your possession of the e-bike;
- iv) not allow anyone under 14 years of age to use the e-bike;
- v) not to use the e-bike if You have medical conditions that may affect Your ability to use the e-bike.
- vi) not to use the e-bike or allow the use of the e-bike by anyone under the influence of substance or alcohol;
- vii) not use the e-bike outside of United Kingdom or at any location (including but not limited to off-road) that may pose potential risks of injuries to you (or others) or damage to the e-bike.
- viii) take steps to ensure compliance with all safety and operational instructions and use the e-bike with due care and attention to prevent accidents or injuries to yourself and others or anything else.
- vii) agree that as the e-bike and any equipment provided to you are in Your possession, custody and control You will be responsible for the use of the e-bike for the duration of this Hire Agreement. You will indemnify Us against any and all damages, claims, costs, losses or expenses suffered or incurred by Us (including legal costs) as a result: a) of loss of or damage to the e-bike and/or equipment provided; or b) any claim made or threatened against Us by any third party arising out of Your use of the e-bike.
In the event of any loss, accident or damage to the e-bike and equipment provided to You, You will notify us as soon as possible of the incident. Please note, if the e-bike is stolen, You must report this to the Police and provide us with the crime reference number.
- viii) at your own expense, obtain and maintain appropriate insurance (such as your home contents insurance policy – you will keep the e-bike insured to the full replacement value against conventional risks) for the duration of this Hire Agreement, and if requested by Us, You shall provide us with the relevant policy or confirmation of the insurance arrangement.

Please note: failing to effect appropriate insurance You may be required to pay for the repair or replacement of the e-bike as appropriate.

3 Collection and Return

- 3.1 You will collect the e-bike from the secure cycle shelter at Daresbury Laboratory and return it at the time and date agreed during the booking process unless a different return arrangement has been agreed with Us.
- 3.2 You will return the e-bike in the condition equal to its condition when the e-bike was collected from us, except for fair wear and tear.