

CYCLE RACE [AXZANTE GATE LTD] - RENTAL TERMS & CONDITIONS

1. The Rental Agreement: For the avoidance of doubt this Contract is exclusively between You and Cycle Race, the provider and supplier of Bikes, E-Bikes, E-Cargo Bikes, Parts, Accessories, as defined in the Rental Agreement Form.

It is important that You read these Terms & Conditions carefully, in conjunction with the Rental Agreement Form before signing the Rental Agreement Form.

2. Period of Rental: You are deemed solely responsible for any E-Bike, E-Cargo Bike, Parts, Accessories that is/are assigned to You under the Rental Agreement for the duration defined as per the rental period.

a. You take sole responsibility to keep all Cycle Race products including any Bike, E-Bike, E-Cargo Bike, Parts, Accessories in good condition and avoid causing any damage or loss or theft. You also agree to use any Cycle Race products in an appropriate manner, in-line with manufacturer's guidelines, local laws and bye-laws and not misuse any product or expose it to any unfair wear and tear. Whilst in Your possession, You agree to always lock any Cycle Race Bike, E-Bike, E-Cargo Bike with a security rated lock provided by Cycle Race or an equivalent lock of Your own, which has the same security rating.

b. Where there is an occurrence of any damage to any Cycle Race product discharged under the Rental Agreement, as a result of a collision, misuse or neglect, You agree that You will be held liable and charged in full for any damage caused.

c. You agree to return all Cycle Race products listed in the Rental Agreement in good condition back to the Cycle Race showroom located at 274a-276 Upper Richmond Road West, London, SW14 7JE during opening hours Tuesdays through to Saturdays. It is Your responsibility to return any Cycle Race product to a Cycle Race staff member who will assess the product/s for any damage. It is not permissible to leave any Cycle Race product outside or inside the Cycle Race showroom without notifying a Cycle Race staff member.

d. To reserve any Cycle Race product, You agree to provide a minimum 48hrs notice, so that Cycle Race can assess product availability.

e. You are solely responsible to return any Cycle Race product in the same condition as it was provided when the Rental Agreement was signed. It is Your responsibility to highlight and make note of (in the Rental Agreement) any defect or damage to any Cycle Race and inform Cycle Race staff member of the same, prior to signing the Rental Agreement. Notifications of any damage or defects, not highlighted during the handover will be deemed unrecorded and thus You accept liability for any replacement or repair costs.

f. If for any reason a Cycle Race product/s is/are lost, stolen, damaged due to collision, misuse or neglect whilst under Your responsibility, You agree to be solely liable and agree to pay the costs in full for a product replacement/s or repair/s.

3. Rental Agreement Charges: You agree to pay the amounts listed on the Rental Agreement Form for the rental period defined therein and agree to pay in full at the time of booking. No Cycle Race product can be hired for any duration without advance payment, this also includes where a rental period is extended beyond the original rental period stated in the Rental Agreement. For the avoidance of doubt, all charges are inclusive of VAT.

a. If You wish to extend the Rental Agreement period, You agree to immediately notify Cycle Race (via email or phoning the store) and agree to pay in advance for any extension of the rental period including late return of any Cycle Race product. If any Cycle Race product is returned later than what has been defined in the Rental Agreement, You accept to be charged a late return fee of £20.00.

b. Where any Cycle Race product is damaged or results in theft, You agree to pay any administrative, logistical related fees that Cycle Race may incur to either replace or repair any product/s.

c. You agree that if any Cycle Race product, whilst under Your responsibility is lost, stolen or damaged due to collision, misuse or neglect, You agree to pay an excess fee of up to £200.00. If there is a theft or damage to a Cycle Race product, You agree to report it to the police immediately (within 24hrs) and obtain a crime reference number or accident reference, related reports and pass on all details to Cycle Race. a copy of the proof ID will be made and acts as a security assurance.

4. Use of Cycle Race products: You agree to be diligent and take reasonable care when using any Cycle Race product/s. All Cycle Race products must be used according to UK laws and UK bye-laws, including the use of bicycles as per the UK Highway Code. Under NO circumstances should any Cycle Race product be used in contravention of any UK laws and You agree to use the product/s for lawful purposes only.

a. You agree that during the rental period or extended rental period, any punctures to the wheels will be solely Your responsibility to repair. If You request Cycle Race to repair a puncture, Cycle Race will replace the inner tube and You agree to pay a repair charge of £30. You agree to inform Cycle Race immediately of any punctures that occur during the rental period.

b. Whilst any Cycle Race products are in Your possession during the rental period and You discover a fault that is deemed manufacturing related, You agree to contact Cycle Race immediately to ascertain to confirm the status of the fault. This may mean the Cycle Race product has to be returned to the Cycle Race showroom for a full technical inspection and if required, an alternative product may be offered in exchange.

5. You agree that if any Cycle Race product is returned prior to the agreed rental end date, there will be no refund for any period where the product was not used. For avoidance of doubt a rental agreement period and any extension to that is deemed final and any early return of any Cycle Race product will NOT confer any financial benefit or refund.

6. Accident, Theft and Damage: You MUST notify the police immediately and Cycle Race within 48 hours, if the bicycle has been involved in an accident or damage event, even if no third party was involved.

a. You agree that if any Cycle Race product is lost, stolen or damaged You will pay any excess defined in this Rental Term Agreement.

b. Cycle Race will endeavour to recover any excess and charges from a third party, deemed to be at fault, however this is predicated that any loss, theft or damage was not Your fault or was not caused due to Your negligence, deliberate or otherwise or fraudulent use of a Cycle Race product.

c. You agree that any excess paid by You will not be recoverable or refunds where the loss or damage to any Cycle Race product is due to Your deliberate or negligent actions or inaction.

d. You agree, in the event Your excess does not apply, as per Section 6, Cycle Race (Axzante Gate Ltd), will be entitled to claim for all losses or damages against You in an amount proportionate to the severity of the negligence up to the full amount of the damage or replacement loss we have incurred or will incur (whichever is greater), to the extent allowed under UK law.

e. When You sign this Cycle Race Rental Agreement, You are agreeing to all terms stated above, individually and collectively.

f. You also agree for Cycle Race to charge all costs You incurred during the rental period and extended rental period to Your payment card.

g. You agree that You indemnify and hold Cycle Race (Axzante Gate Ltd) and any of its directors, employees and partners harmless from any liability arising from the rental of any Cycle Race product.

I have read and understood both the Cycle Race Rental Terms & Conditions and the Cycle Race Rental Agreement Form. I understand and agree to Cycle Race within reason charging my account with any incurred costs for late returns, neglect and in any event damage, loss or theft.

Renter Customer Signature:

Date:

Cycle Race – Axzante Gate Ltd

Registered Head Office Address: 20-22 Wenlock Road, London, N1 7GU

Trading Address: 274A-276 Upper Richmond Road West, London, SW14 7JE

Company No: 12905089

Place of Registration: England & Wales