

## Borrow a Bike Scheme – FAQs

### **Who is eligible for the scheme?**

The Borrow a Bike Scheme is available to any adult resident or employee on a new development listed at <https://www.swindontravelchoices.co.uk/newdevelopments/>

There is a limit of two hires per household.

There is no lower age limit for the scheme, but a person over 18 must sign the hire agreement behalf of any hirer under 18.

### **How long can I borrow the bike for?**

The hire period is 6 weeks but you can give the bike back early if required. If you would like to extend the hire for longer than 6 weeks, contact us and if there is no waiting list, we can extend the hire period.

### **Who is responsible for the bike during my hire?**

Once the bike is in your possession, you must treat it as your own bike, keeping it safe and maintained during your hire. You will be given a lock with the bike, which must be used to secure the bike.

### **What do I do if there is a problem with the bike during my hire?**

Let us know as soon as possible if you have an issue with the bike. Email [swindontravelchoices@swindon.gov.uk](mailto:swindontravelchoices@swindon.gov.uk) and we will look to resolve the issue as soon as possible.

### **What are the official Terms and Conditions?**

## Terms and Conditions

### **1. Hiring**

Swindon Borough Council (SBC) are providing the use of the Bicycle described on page 1 (“the bicycle”) for the period of hire shown overleaf. SBC is pleased to supply this bicycle, it has been checked over and is fit for purpose at the commencement of the period of hire. The bicycle remains the property of SBC but you are responsible for its care, maintenance, security and safe use during the hire period.

### **2. Your obligations**

You will:

- (i) Not damage, remove or change any parts of the bicycle; unless this is necessary for the on- going maintenance and upkeep of the bicycle;
- (ii) keep the bicycle in your possession, and use the lock provided to make sure it is secured to something immovable and under cover where practicable whenever it is left unattended;
- (iii) permit SBC Travel Officer access to the bicycle at all reasonable times for the purpose of inspecting, maintaining/repairing or removing it;
- (iv) repay SBC for loss of or damage to the bicycle whilst in your possession howsoever caused, and notify SBC and any other relevant authorities

immediately of any such loss or damage;

(v) 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; and

(vi) at the end of the agreed hire period return the bicycle to the Travel Officer, or SBC will retain your full deposit, off-set against the full value of the bicycle.

### **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, SBC may, after due notice, terminate this agreement. You will no longer be in possession of the bicycle with consent and you must return the bicycle to SBC immediately.

### **4. Insurance and liability**

In the event of loss or theft of the bicycle you will forfeit your deposit of £25. You will not be guaranteed a replacement bicycle. SBC does not insure the user of any bicycle provided under this agreement. You are responsible for insuring against third party liability, loss damage and theft.

SBC does not seek to exclude or limit its liability for any death or personal injury directly resulting from its negligence to you or any other person. For any other loss the maximum liability of SBC to you arising under or in connection with this Agreement is limited to £5000.

### **5. Use of the bicycle**

You are responsible for the safe use of the bicycle, lock and other equipment provided under the agreement for use with the bicycle whilst it is in your care. Any fees incurred for release of the bicycle are your responsibility. If the bicycle is returned in an unsuitable, damaged state or if it is not returned in good condition (fair wear and tear excepted) SBC may retain a proportion or all of your deposit to be set off against the repair cost or market value (whichever is less) for which you will also be liable.

### **6. Termination**

This agreement will terminate at the end of the period of hire set out in this agreement or, if earlier, the date on which the bicycle is returned to SBC.

### **7. Return of Bicycle**

Upon termination of this agreement (at the end of the hire period, or earlier if agreed) you will return the bicycle to us in good condition (fair wear and tear excepted). On return of the bicycle in good condition (fair wear and tear excepted) subject to the successful completion of the Bike Condition Check SBC will repay the security deposit to you after deduction of any monies owed. All bicycles must be returned to the Travel Officer by no later than the date specified on the front of the hire agreement and to the location specified by the Travel Officer.

### **8. Assignment**

SBC 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.

### **9. Safety**

Whilst riding the bicycle the hirer is responsible for their own safety at all times and as such subject to clause 4 SBC is not responsible for any injury or loss or damage to any property or to any person resulting from use of the bicycle. SBC recommend hirers receive cycle training prior to riding the bicycle, wear a helmet and Hi Vis item when riding. However, subject to any legal requirement these recommendations are at the hirer's discretion.

### **10. Other important terms**

This contract is between you and SBC. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If SBC fails to insist that you perform any of your obligations under these terms and conditions, or if SBC does not enforce its rights against you, or if SBC delays in doing so, that will not mean that SBC has waived its rights against you and will not mean that you do not have to comply with those obligations. If SBC does waive a default by you, it will only do so in writing, and that will not mean that SBC will automatically waive any later default by you.

These terms and conditions are governed by English law. You and SBC both agree to submit to the non-exclusive jurisdiction of the English courts.