Malvern Hills Car Clubs | Ebike to Work Scheme

Terms and Conditions

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Having met the eligibility criteria for the eBike to Work Scheme, Malvern Hills Car Clubs will hire an eBike to:

Name:			
Address:			
Postcode:			
Date of Birth:		**Age:**	
Telephone:			
Guarantor: **(If applicable)**			

The following conditions form the agreement between Malvern Hills Car Club ('MHCC'), who operates the eBike to Work Scheme ('the scheme') and the above-named person (hereafter referred to as 'you'), whereby an eBike will be rented to you for minimum term of 3 months up to a maximum duration of 24 months.

1. Ownership

1.1. The eBike will remain the property of MHCC for the duration of the rental term and returned to MHCC unless you opt to buy the eBike outright.

2. Standards of Behaviour

2.1. You agree to abide by the Highway Code and in accordance with traffic regulations.

2.2. Any mistreatment of the eBike, such as the carrying of passengers not covered under Para 7, wilful neglect of the bike, lending of the eBike or drink or drug offences committed whilst in charge of the eBike will results in its immediate removal. This will also result in your indefinite exclusion from this scheme and MHCC's sister eBike conversion scheme. You will have the right to appeal such a decision if significant aggravating factors exist. The scheme coordinator will review any additional information and their decision will be final.

3. Insurance & Liabilities

3.1. The eBike will be insured by MHCC and an insurance excess of £100 applies in the event of loss or accident. In either event you will be liable for this excess.

3.2. You use the eBike at your own risk. The insurance put in place by MHCC and included in your monthly rental fee covers the eBike for accidental damage, theft and 3rd party liability.

It does not provide you with personal injury cover. You must make separate arrangements if you wish to be covered in this way.

3.3. At no point does the scheme accept responsibility or liability for any injury (including death) sustained by you as the named person because of your participation in the scheme.

3.4. Only you and no other person may use the eBike and such must only be used for travel with a work, study, domestic or social purpose and for no other reason. You must not use the eBike as part of running a business.

3.5. Carriage of passengers is strictly limited to children who do not exceed the max carriage weight of the front or rear mounted seat in use and conforming to BS EN 14344:2004[1]. Only seats conforming to this standard and fitted by the schemes or an authorised mechanic are to be used.

4. Cost

4.1. The cost of the eBike hire will be £60/month for a maximum duration of 24 months, at which point the eBike must be returned to MHCC or you can opt to buy the eBike outright. This monthly rental fee includes an accessories package, insurance, annual service and replacement of specific parts listed at Para 7.4.

4.2. You have the option to buy out the full value of the eBike and any of the accessory's package at any stage in the rental term. All associated responsibilities for owning and running an eBike will transfer to you.

4.3. At the start of the loan period, you must pay a £60 deposit in advance. The deposit is refundable either in full or part dependent on the bike's condition when returned at the end of the rental agreement. You will then be required to pay the first month's rental fee and thereafter on an agreed date each month by standing order or charge card payment.

4.4. You must pay the monthly rental fee on time each month, failure to do so will result in the issuing of a formal warning stating that unless any arrears are cleared by the set deadline, then the eBike will be taken back by MHCC until all arrears are cleared. Persistent indebtedness to the scheme will result in your removal from the scheme.

4.5. If you wish to terminate the loan of the eBike early and once your agreement has run for a minimum of 3 months, then you may cancel by giving a minimum of a months' notice in writing by email to the scheme coordinator.

5. Accessories

5.1. Included within the cost of the hire you will be provided with the following for your safety whilst riding, security of the eBike and to enable you to carry out the prescribed basic maintenance checks and roadside repairs if required:

[1] Not exceeding 9-22kgs or roughly 9mth to 5yrs.

Helmet – the scheme has identified several modern, safe and comfortable helmet options from which you will be able to choose a style and colour of your liking – dependent on availability. You can retain the helmet at the end of the rental term.

Lock – to fully satisfy the terms of the scheme's insurance provider, the lock must be classified as 'Sold Secure Gold'. The scheme will determine the make and exact model to be supplied. To be returned at the end of the term unless you opt to buy the eBike.

Pannier or 2-in-1 backpack – to allow for easy transport of items when going about your normal daily routine e.g., items for college, work or shopping. You have the choice of a dedicated pannier or 2 in 1 backpack to best suit your needs. To be returned at the end of the term unless you opt to buy the eBike.

Hi-Viz - jacket or gilet. You can retain this item of clothing at the end of the rental term.

Tools – to include hand pump, multitool, tyre levers and puncture repair kit to enable you to carry out the prescribed maintenance checks of the eBike and for roadside repairs. To be returned at the end of the term unless you opt to buy the eBike.

6. Security & Safekeeping

6.1. You will be required to take all reasonable measures to ensure the security of the eBike using the supplied lock when stored at your residence, or when left unattended at your place of work, study or any other location.

6.2. The eBike is not to be left outside overnight and must therefore be stored either in your place of residence or a suitably secure outbuilding e.g., to which only you have access or controlled shared access applies.

7. Maintenance

7.1. The eBike will be serviced and any parts in need of replacement, replaced before you receive it. After this time, you are responsible for its day-to-day maintenance and care to ensure its roadworthiness. The eBike will be serviced annually by the scheme's mechanic or other agent authorised by the scheme. You will also be expected to adhere to the regime of preventative maintenance and safety checks detailed in Table 1. The scheme's mechanic will walk you through the checks when you receive the eBike and contactable in case you run into difficulties.

Table 1

Daily Checks & Maintenance	Weekly	Monthly
Check lights are working	Tyres inflated to within recommended range	Check tightness of handlebar & stem clamp bolts
Check battery is charged	Inspect tyres for cracks, cuts & embedded debris e.g., thorns	Check tightness of seatpost & saddle clamp

Check brakes are working (front & rear)	Child seat (if fitted) is secure	Check tightness of pedals
Check handlebars rotate freely	Lubricate chain if dry or showing signs of corrosion	Check tightness of brake calliper mounting bolts
Wheels are secure in the frame		Inspect brake pads for wear
Pannier (if fitted) is secure		

7.2. When the eBike is due service the scheme's mechanic will liaise with you to agree a convenient day/time when you will be required to make the eBike available.

7.3. In the event of the eBike developing a fault between service intervals you are to notify the scheme's mechanic at the earliest opportunity. Following an assessment, you will be advised of any additional servicing and parts cost.

7.4. The eBike will be serviced annually and the £90 cost included within the rental fee. The service will include a thorough clean of the bike, mechanical adjustments and Bosch's prescribed physical checks and software update. The cost of this service will include replacement of brake pads and chain but not the cost of other parts due to normal wear and tear. Indicative costs and frequency for replacement of other parts are detailed below in Table 2:

Table 2

Part	**Cost**	**Frequency of replacement**
Cassette – e.g., Shimano 11s	£70-80	Every 2yrs
Tyres – e.g., Schwalbe Marathon Plus	£40-50ea	Every 2yrs

7.5. You will be incentivised to maintain the eBike in good clean working order so if at the time of the annual service, it is clear you have maintained the eBike then your efforts will be rewarded with up to a £30 rebate on the £90 servicing cost. Good upkeep of the bike should also prolong the life of the cassette and tyres, in turn also saving you money.

7.6. Do not make any adjustments or modifications to any part of the eBike. This excludes minor adjustments to handlebars, stem, brake or gear levers and saddle height to achieve a comfortable riding position. If such adjustments are being made, you must ensure use of the correct tool and care taken to ensure correct tightness.

8. Accident, Damage & Incident Reporting

8.1. In the event of an accident that causes personal injury then it must be reported to the Police and the following details provided or collated at the scene to support any insurance claim:

- Names and addresses of parties involved[2] in the accident.
- Names and addresses of any witnesses.
- If possible, photographs should be taken of the eBike showing where it came to rest in or near the road. If this is not possible then detail captured in a sketch of the scene.
- Location information to include road name, specific location on the road where the accident occurred, the time, weather and light conditions and any other particulars useful to an insurance accident report.

8.2. In the event of any damage to the eBike you must contact the scheme coordinator immediately so arrangements can be made to have the eBike inspected. The eBike must not be ridden until declared safe by the scheme mechanic.

8.3. If the eBike is stolen you must call the Police immediately. You must inform the Police that the registered keeper is MHCC. You must also inform the scheme coordinator. The Police will provide you with a log number for the crime. You must provide this number to the scheme coordinator. If the Police, ask you to produce documents for the eBike you must inform the scheme coordinator immediately.

9. Data Protection

9.1. Confidentiality and data protection statement:

9.2. I understand that my personal information will be held solely for the purpose of ensuring the hire contract I have entered with MHCC, and as such consent to MHCC's use of personal data for the following purposes:

9.2.1. Your personal information is required for MHCC to enter a contract with you.

9.2.2. Communicating with you regarding any matter which is part of the contract MHCC have entered with you.

9.3. I understand from time to time, the MHCC eBike to Work scheme may need to disclose information that they hold to third parties, such as the scheme's insurers, credit reference agency, third party agents authorised to undertake work specifically relating to your eBike by MHCC, Malvern Hills Council and the Police to:

9.3.1. Audit our records for accuracy.

9.3.2. Monitor progress and outcomes of the eBike to Work scheme.

[2] It is recognised that not all motorists recognise the importance of providing this information to you as a cyclist. In such circumstance as a minimum the vehicle's registration should be noted.

9.3.3. Ensure the scheme is offering equal opportunities and fulfilling its obligations to those eligible.

I understand and accept the terms of MHCC's confidentiality and data protection statement:

Signature of Applicant	
Name	
Date	

10. Declaration

I understand that MHCC may from time to time have to amend these terms and conditions and I will be made aware in advance of any changes being made and not detrimental to me.

I confirm that I have read and accept these terms and conditions and I give my consent for MHCC to use my personal information as stated in Para 9:

Signature of Applicant	
Name	
Date	

Parent / guardian to complete this section below if applicant is under 18 years old:

Signature of Applicant	
Name	
Address	
Daytime contact number	
Date	

Scheme coordinator or delegated representative of MHCC issuing these terms and conditions to fill in the section below:

Signature of Witness	
MHCC appointment	
Name	
Address	
Date	