



Terms And Conditions of Hire

The Bicycle let out on hire, including all accessories & attachments supplied herewith ("the Bicycle") remains the property of Been There Done That Keswick Ltd DbA; Whinlatter Bikes.(the owner)

The Renter will not sell, hire out, lend or otherwise part with possession thereof.

The Renter acknowledges and agrees that the Bicycle is in good condition in all respects and undertakes not to misuse it and returns it with all accessories in the same condition as when received (ordinary wear and tear excepted) to the place and on the due date and time specified on the hire forms as signed by the Renter. The Owner shall be entitled to charge the Renter for all damage caused to the Bicycle during the period of hire. In the event of breakdown other than those of a type which the Renter can reasonably repair with the supplied kit i.e. a puncture or un-seated chain, and other than as a result of the Renter's misuse of the Bicycle the Owner will use its best endeavours to repair it or procure its repair.

The period of hire commences at the time of collection and is deemed to continue until the Bicycle is received by the Owner as aforesaid.

The Owner shall not be liable for any damage caused or loss made whatsoever by breakdown or other defects in the Bicycle or other circumstances beyond the Owners control. The Renter shall indemnify the Owner in respect of all costs, claims, expenses, and demands which it may suffer or incur and which arise directly or indirectly out of the use of the Bicycle during the period of hire. The Owner reserves the right to use the Renters deposit in part or in full settlement of any such claim.

In the event of the Bicycle being lost or stolen the Owner reserves the right to call upon the Renter to indemnify the Owner the replacement value of the Bicycle. However, should the Bicycle subsequently be recovered in a useable condition, the Owner undertakes to refund the Renter's Indemnity in full within fourteen days.

The Renter Shall be solely responsible for and shall keep the Owner fully indemnified in respect of all fines, impositions or other penalties occasioned by the use of the Bicycle during the period of hire in respect of violation of any Acts of Parliament, Orders, Regulations or bye laws for the time being in force.

Any conditions or warranties not expressed and which might be implied on the part of the Owner except Statutory Warranties are excluded.

The Renter will ensure that the Bicycle is adequately secured to an immovable object when not in use, will not use the Bicycle under the influence of drink or drugs and WILL IMMEDIATELY NOTIFY THE OWNER IN THE EVENT OF ANY LOSS OR BREAKDOWN OF THE BICYCLE, OTHER THAN THOSE REASONABLY REPAIRABLE BY THE HIRER. THESE SHOULD BE REPORTED TO THE OWNER UPON THE RETURN OF THE BICYCLE.

The Renter will pay to the Owner on demand all charges due under the agreement.

The estimated rental charge (calculated as per the Owners current lists) plus any charges for additional accessories and attachments, is payable in advance before collection, together with a deposit as advertised. Any refunds due, if any will be made when the Bicycle is returned to the Owner .

In the event of cancelled forward booking, a minimum of 20% of the rental charge thereof will be payable together with the balance thereof should the Owner be unable to re-hire the Bicycle in question for the same period.

If the Renter shall commit any breach of the terms of this agreement the Owner shall be entitled, but without prejudice, to any other rights or remedies which it may have to terminate the hire of the Bicycle, and recover possession thereof without notice, and to make reasonable charge for such repossession. No rights of the Owner under the agreement will be waived except in writing by a duly authorised member of staff.



DAMAGE CHARGES

Estimation of Charges for damage. Other than that which can be reasonably classed as normal wear and tear (Non Exhaustive)

Buckled Wheel £15.00 : Torn Seat £10.00 : Damaged Rear Mech £15.00
Broken Spoke £3.00 : Damaged Lever £5.00 : Damaged Gear Shifter £5.00
Bent Handlebars £10.00 : Tyre abuse £8.00 : Bent Chain Rings £15.00
Bent Pedal Arms £15.00 : Broken Pedal £5.00 : Accessory damage - retail price
Lost or Non returned Repair kit & Lock, or part thereof £10.00

LATE RETURNS

The Late return of a cycle will incur an additional charged payable by the hirer upon return for each bike late.

For bikes hired for the morning, this charge will be equal to the Afternoon rate for the cycle in question, and will be levied against all BIKES LATE BY MORE THAN 20MINS.

Bikes hired for the Day and not returned with in Fifteen minutes of the Return time, as stated on the top of the hire agreement, will incur a late return charge of £5.00 for any period after this up to the first hour, and an additional Days hire charge for all bikes over an hour late.

If know you are not going to be able to get back by the agreed time, then please call us and let us know!

THESE CHARGES WILL ONLY BE WAIVED IN EXCEPTIONAL CIRCUMSTANCES.

EVENING HIRE CAN BE ARRANGE BY PRIOR AGREEMENT!!!!!!!

SPECIAL OFFERS

From time to time Whinlatter Bikes will promote special offers and discount on sales and hires.

These deals may be reserved to just website customers or available only through the shop.

Offers can not be combined unless otherwise stated.

Offers will be advertised with dates of validity. These will be strictly adhered too.

Offers, Vouchers or promotions that are given to individuals or groups are non transferable.

DISCLAIMERS

ITEMS SUPPLIED MAY DIFFER FROM THOSE ADVERTISED & ARE ALWAYS SUBJECT TO AVAILABILITY.

WHINLATTER BIKES RESERVES THE RIGHT TO ALTER, TERMINATE OR WITHDRAW ITEMS OR PROMOTIONS ADVERTISED OR SO OFFERED AND THEIR PRICES OR CONDITIONS AT ANYTIME.

IN ALL CASES WHINLATTER BIKES WILL ACT WITH IN REASON TO HONOUR ALL BOOKINGS AND AGREEMENTS.