

Wheels 2 Work North Lincolnshire

E Bicycle – Terms and Conditions

Telephone: 01724 296472

E-mail: w2w@northlincs.gov.uk

Having met the conditions for the Wheels 2 Work North Lincolnshire Scheme, North Lincolnshire Council will hire an electric bicycle to:

Name:			
Address:			
Postcode:			
Date of birth:		Age:	
Tel:			

The following conditions form the agreement between North Lincolnshire Council ('the council'), who administers the Wheels 2 Work North Lincolnshire scheme ('the scheme') and the above-named person (hereafter referred to as 'you'), whereby an E-Bicycle is hired to you for a minimum of two months up to a period of six months with a possible extension to 12 months maximum. Within this time, you must plan your transport arrangements for the future.

1. The E Bicycle shall always remain the property of the council. The E Bicycle is insured, an excess applies of £100 for stolen and £100 excess for accidents.
2. Only you and no other person may use the E bicycle and such use must only be for social, domestic and to and from work or study and for no other purpose. You must not use the E Bicycle as part of running a business.
3. You must not carry passengers at any time.
4. At the start of the loan period, you must pay a non-refundable deposit of £35.00 and first months hire of £35.00.
5. You must pay monthly hire of £35.00 collected by direct debit on the first of each month starting two months after the handover. This covers the hire charge/equipment. All hire periods will end on the last day of the month.
6. You agree to a minimum hire period of two months when you join the scheme.

7. You use the E Bicycle at your own risk. The scheme does not provide individual personal accident cover for injuries you suffer while using the E Bicycle.
8. You will be responsible for the day-to-day maintenance and cleanliness of the E Bicycle. The E Bicycle must be returned in a clean condition at the end of the hire period.
9. The E Bicycle is insured by the scheme and must be serviced by the scheme. Any repairs will be subject to authorisation from the scheme co-ordinator.
10. A security lock will be issued with the E Bicycle. If you tamper with the lock or fail to return it at the end of the loan agreement you will be charged £30 for the cost of a replacement lock.
11. E Bicycle must be returned with the battery charging cable otherwise you will be charged the full cost of a replacement.
12. E Bicycle will need the battery cable PATS testing every 12 months. The bike must be available to attend a PATS test when requested to do so by the W2W Assistant.
13. A charge of £30 will apply if keys are lost or not returned to the scheme for whatever reason.
14. You will be responsible for all proven repair costs, for damage to the E Bicycle up to the maximum amount, as per the insurance policy excess (section 1). All punctures are paid for by the customer.
15. You must provide full assistance to the council in respect of any claim or alleged claim arising from the use of the E Bicycle. In the event of you being convicted of any motoring offence involving use of the E Bicycle or any other vehicle, you must immediately report this to the scheme. You are liable for any penalty charge notices or fixed penalty notices incurred during the period of the hire.
16. The scheme provides you with one set of the following: a helmet, hi-visibility vest, which you are must wear when riding the E Bicycle.
17. Any misbehaviour or mistreatment of the E Bicycle, such as carrying passengers, not wearing a helmet, loaning to a friend, drink or drug offence will result in immediate removal of the E Bicycle. You will not be allowed to re-apply to the scheme at any time.
18. You must pay the monthly charge on time each month, failure to do so will result in you being removed from the scheme. Any debt incurred will become due and you will be invoiced in full.
19. You agree to abide by the Highway Code and in accordance with traffic regulations.
20. The council reserves the right to withdraw the E Bicycle at any time.
21. You must notify the scheme of the following changes in your circumstances during the loan period:

- a) Change of address.
 - a) Change of telephone number.
 - c) Leave employment or training.
 - d) Change employment or training.
 - e) Change of contact number.
22. The council may terminate the agreement and take immediate possession of the E Bicycle if you fail to comply with any of the terms of this agreement, or if the E Bicycle is damaged but not reported.
23. At no point does the council accept any responsibility or liability for any injury sustained to the named person or death of the named person because of them participating in the scheme.
24. In the event of an accident or collision with another vehicle you must contact the Police and report this. You must not ride the E Bicycle. A Police log number will be provided to you when you report the accident. You must provide this information to the scheme, arrange for your own transportation. At the earliest opportunity you must contact the scheme with full details of the incident. An accident report form must be completed. If you are unhurt, you must obtain the following details of the third party:
- a) Their name, address, and telephone number.
 - b) The registration number of their vehicle.
 - c) Their insurance company and their insurance policy number.
25. In the event of any damage to the E Bicycle you must contact the scheme Assistant immediately so arrangements can be carried out to have the damage assessed.
26. If your E Bicycle is stolen you must call the Police immediately. You must inform the Police that the registered keeper is the Wheels 2 Work scheme at North Lincolnshire Council. You must also inform the Wheels2Work Assistant the Police will provide you with a log number for the crime. You must provide this number to the scheme co-ordinator. If the Police, ask you to produce documents for the vehicle you must inform the scheme co-ordinator immediately.
27. You will need to make the E Bicycle available when it is required for a service. However, any mechanical faults need to be reported to the scheme Assistant immediately for any additional work required.
28. The E Bicycle will be serviced, and workings checked before you receive it. After this time, you are responsible for its day-to-day maintenance and general roadworthiness. You must ensure the following checks are carried out to help keep it roadworthy and in a safe condition:

Daily and weekly checks	Daily	Weekly
Check lights are working	✓	
Check battery is charged	✓	
Check brakes are working, front and rear	✓	
Check steering for any catching or rubbing	✓	
Check brakes are working		✓
Ensure you take the security lock with you	✓	
Check both tyres for cracks, damage, wear and has visible tread		✓
Clean E Bicycle (at least once per week or as required)		✓

29. Do not leave the E bicycle parked on the public highway overnight. The council will check your intended storage of the E Bicycle when not in use the council may refuse the loan if we believe there is a too greater security risk.

30. Do not make any adjustments or modifications to any part of the E bicycle.

31. Confidentiality and data protection statement

a) I understand that my personal information will be kept securely and confidentially under the requirements of the Data Protection Act 1998.

b) I understand that from time to time, the Wheels 2 Work project may need to disclose information that they hold about me to third parties, such as the Police. Also to North Lincolnshire Council in order to:

32. Audit our records for accuracy.

33. Monitor progress and outcomes of the Wheels 2 Work project.

34. Ensure that we are offering equal opportunities.

Declaration

I understand that the council reserves the right to amend any part of these terms and conditions when it becomes necessary.

I confirm that I have read and accept these terms and conditions and I give my consent for North Lincolnshire Council to use my personal data as stated (section 29):

Signature of Client	
Name	
Date	

Parent / guardian to fill in the section below if client is under 18 years old:

Signature of parent / guardian	
Name	
Address	
Daytime contact number	
Date	

The officer issuing these terms and conditions to fill in the section below:

Signature of Witness	
Name	
Address	
Date	