



# The Laggan Forest Trust

## Ebikes for Community use.

### Terms & Conditions

*Updated January 2024*

Please read this information carefully before booking.

#### General

1. These terms and conditions are between The Laggan Forest Trust (referred to throughout as LFT) and the person hiring the bikes and/or any other member(s) of the group (referred to throughout as the Community Member). LFT and the Community Member are the only parties to this agreement, even if a reservation for the bike(s) may have been arranged by a third party or if a third party has paid for all or part of the hire. The Community Member is the sole lessee and is solely responsible for compliance with all terms and conditions contained herein.
2. The use of the word "Equipment" refers to all items hired and includes cycles, helmets, front and rear lights, locks and any other items owned by LFT.
3. This agreement and the rights of the parties under it shall be governed by Scottish law.
4. Anyone riding an electric bike must be over the age of 14. Persons over the age of 14 but under the age of 16 must have the written permission of a parent or guardian to ride an electric bike. Anyone over the age of 14 but under the age of 16 must also provide evidence of proficiency to ride on the road, if required to do so.
5. Anyone riding an electric or pedal bike must be physically fit enough to ride a bicycle and also reasonably competent to ride on the road. Community Members may be asked to demonstrate that they are competent.
6. It is the Community Member's responsibility to ensure that the bicycle is in proper working order before the hire takes place; this includes brakes, lights, steering, tyres and pedals. If the Community Member is worried about any aspect of the bicycle then this must be reported immediately to LFT and another bike may be allocated.

#### Loan Charge

1. To aid ongoing maintenance costs, there will be a small fee of £5 (five pounds) per week to any Community Member taking an electric bike on loan. The Community Member is responsible for any damage and any repair costs if found to be careless in its use. LFT will provide support in funding the best possible option to cover any damage or repair costs.
2. If not covered under Household or Travel Insurance, the Community Member may want to take out a relevant Insurance Policy. If no insurance is taken out, the Community Member will be liable for any loss or damage to the Equipment.
3. Proof of Community Member identity may be requested when lending, e.g. driving licence, passport or photo id. LFT reserves the right not to hire to an individual.

#### Safety

1. A helmet, front and rear light may be provided free of charge for every Community Member. LFT strongly recommends that the use of a cycling helmet at all times when riding the bikes. All persons aged 17 or younger MUST wear a helmet whilst cycling.
2. Cycling can be dangerous and has risks involved. By agreeing to these terms and conditions the Community Member is agreeing to ride carefully at all times. Please listen to the Safety Brief and read the Safety Notes provided. Cycle sensibly, with respect for others and the environment. You are expected to follow the Highway Code.
3. The Community Member agrees that he/she will not operate the bike or permit the bike to be operated whilst unfit through drink or drugs or medication that could affect his/her ability to ride safely.
4. LFT, its employees and/or directors cannot be held liable for any injury to the Community Member and/or any injury or damage to a third party.



# The Laggan Forest Trust

## Security

1. A double lock is provided for every ebike. All equipment must be locked to a permanent fixture whenever left unattended. The bikes should be locked using the lock supplied (1 lock between 2 bikes) through the frame of the bike(s) and then to a permanent fixture. Theft of an inadequately secured bike will be the responsibility of the Community Member.
2. The Community Member agrees not to use a bike for onward hire or reward, nor use it in violation of any law, ordinance or regulation, nor remove it from Scotland (without prior written consent of LFT).

## During the Loan

1. If any of the working parts should become defective whilst riding, the Community Member should STOP and call LFT who will assist, either to advise or to make a repair or to issue another bike if available.
2. The Equipment should not be used for racing, **mountain bike riding**, stunt or trick riding or for any other purpose other than riding to and from a destination.
3. In the event of a puncture or burst tyre, the Community Member should STOP riding and call LFT for assistance.
4. If the Equipment is returned late, LFT may levy a late return charge of £25 per bike.

## Your Data

1. The electric bikes were acquired with funding from the eBike Grant Fund from Energy Saving Trust and Transport Scotland. The funder requires us to provide reports of usage. We will not pass on your personal data to anyone. If either Energy Saving Trust or Transport Scotland ask for any personal details, we will ask your permission first.

## Payment

1. Please pay the relevant amount via bank transfer (BACS) to the following bank account:
  - Account number: 00268283
  - Sort Code: 80-05-40
  - Bank: Bank Of Scotland

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## Checklist

- The relevant fee has been paid.
- Safety Brief
- M check
- Ebike       Helmet       Front light       Rear light       Double lock
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Name (on behalf of LFT): \_\_\_\_\_



# The Laggan Forest Trust

**Community Member: I agree to the above Terms and Conditions.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Return Date: \_\_\_\_\_