

Pedal Pursuits bike Hire Terms and Conditions

Bikes and Equipment can only be hired from Pedal Pursuits bike Hire on completion of a Bicycle Hire Form. The signatory of the Booking Form is designated the Hirer. A Booking is made by the Hirer (hereinafter referred to as you) by submitting your completed Booking Form to Pedal Pursuits bike Hire along with your Deposit. Upon acceptance by Pedal Pursuits bike Hire of your completed Booking Form a binding contract is formed between Pedal Pursuits bike Hire, the terms and conditions set out below. We reserve the right not to accept or fulfil a Booking. All Bookings are subject to availability. When a Booking is made by one person on behalf of another person or other people (as the case may be), the person making the Booking confirms to Pedal Pursuits bike Hire that he or she has the authority to make such Booking on behalf of the other person(s) (as the case may be). The Hire Period commences on the day the cycle(s) and equipment is collected by or delivered to you and continues until the cycle(s) and equipment is returned to Pedal Pursuits bike Hire. In this agreement Tour refers to any self guided journeys you or any members of your group make using the cycles hired from Pedal Pursuits bike Hire under the terms and conditions of this Booking Form. As signatory of this Booking Form you accept responsibility for ensuring that any and all members of the group included in the Hire covered by this Booking Form comply with the terms and conditions below:

1. Your responsibilities

- 1.1 You are responsible for ensuring that you are physically fit enough to undertake cycling any distance using the cycle(s) you have booked. Pedal Pursuits bike Hire does not accept any responsibility for your failure to complete your Hire period or Tour due to lack of fitness, illness or injury. Pedal Pursuits bike Hire does not accept liability for death, personal injury, loss or damage to personal effects to any participant, nor can Pedal Pursuits bike Hire accept any responsibility for delays or changes to your period of Hire or Tour due to weather, strikes, war, terrorism or other causes.
- 1.2 You accept that cycling on a public highway, cycle route, thoroughfare or track carries its own risks and you have made your booking on the basis that you undertake the Hire and Tour at your own risk. You understand and accept that Pedal Pursuits bike Hire insists the wearing of cycle helmets at all times during your Tour and provides a helmet with each cycle hired.
- 1.3 You will ride your cycle responsibly at all times. You will not hold Pedal Pursuits bike Hire responsible for any loss, damage or injury including death to persons or property with regard to use of the cycle(s) and equipment hired. You accept responsibility to indemnify Pedal Pursuits bike Hire against any claim, interest, demand or expense in respect of any such injury or damage.
- 1.4 You will ensure that you have suitable insurance cover at all times during your period of Hire.
- 1.5 You are responsible for all cycles and equipment hired or loaned and it is your responsibility to keep the same safe from damage, loss or theft, use it in a proper manner and not subject it to any misuse or unfair wear and tear.
- 1.6 You will notify Pedal Pursuits bike Hire immediately of any loss, damage or theft to the hired cycles or equipment however caused. You will be responsible for paying Pedal Pursuits bike Hire the reasonable costs of reparation of any such loss, damage or theft.
- 1.7 You will not offer for sale, sell, dispose, mortgage, lend, pledge or otherwise part with possession of the hired cycle(s) or equipment.

2. Price and Payment

- 2.1 In consideration of our arranging and fulfilling your Hire in accordance with these terms and conditions you will pay Pedal Pursuits bike Hire the total price for your period of Hire set out overleaf in the Booking Form in advance of the hire commencing.
- 2.2 Upon placing your Booking payment in full will be made to Pedal Pursuits bike Hire before the period of Hire commences.
- 2.3 A holding deposit of €50 per Hire will normally be required at the commencement of any hire period, but this may extend to a deposit to the value of the cycle(s) by credit or debit card payment or other surety as deemed sufficient by Pedal Pursuits bike Hire depending on Pedal Pursuits bike Hire assessment of the risk and the value of the equipment. This deposit will be returned at the end of the hire period provided that: i. any cycles and/or equipment hired or used are returned in an undamaged condition to Pedal Pursuits bike Hire. ii. Any cycles and/or equipment hired or used are returned within the arranged hire period and at an arranged time and place to Pedal Pursuits bike Hire. If these terms are not complied with, Pedal Pursuits bike Hire reserves the rights to charge reasonable charges until such time when cycles and/or equipment concerned have been returned to Pedal Pursuits bike Hire. In the case of cycles and/or equipment left or returned damaged, you are responsible for any costs incurred and sustained in replacing or repairing (whichever the cheaper) the items concerned to a condition equivalent to that prior to the Hire. In all cases Normal wear & tear as defined by the products manufacturer or supplier is accepted & allowed and is included in any hire price.
- 2.4 In all cases, the holding deposit can be used as a deposit against the costs or charges mentioned herein.

3. Our Liability to You

- 3.1 Pedal Pursuits bike Hire has public liability insurance with indemnification up to a maximum amount of €2,600, 00. in respect of death, injury or loss suffered by cycle users as a result of Pedal Pursuits bike Hire negligence. Any claim arising out of any action will not exceed €2,600, 00.
- 3.2 Pedal Pursuits bike Hire will not be liable to you where any alleged loss or damage results from: a) any of your own actions or omissions or those of any member of your party; b) the action or omission of a third party not connected with the provision of your Tour; or c) an event or circumstances which we could not have predicted or avoided even after taking all reasonable care; d) an action or omission on the part of any accommodation provider or cycle hirer; or e) where any loss or damage is considered to be indirect or consequential loss.
- 3.3 Pedal Pursuits bike Hire total liability to you under this contract between us shall be limited to the total cost of your Booking.
- 3.4 Pedal Pursuits bike Hire shall have no liability to you if we are unable to fulfil a Booking due to an event of Force Majeure.

4. General

- 4.1 These terms and conditions constitute the entire agreement between us, and supersede any previous agreement or understanding and may not be varied except in writing between us. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 4.2 If any provision of these terms and conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected except as otherwise expressly provided herein, nothing in these terms and conditions confers or purports to confer on any third party any benefit or any right to enforce any of these terms or conditions.
- 4.3 These terms and conditions shall be governed by Irish law, and both of us hereby agree to submit to the exclusive jurisdiction of the Irish courts.
5. Pedal Pursuits bike Hire will not be responsible for any act of negligence, recklessness or endangerment of life caused by a cycle user.
6. Pedal Pursuits bike Hire will not be responsible for any fraud, theft or any other criminal activity performed through the use of Pedal Pursuits bike Hire Equipment.

Insurance

Cycling is not a low-risk activity. Pedal Pursuits bike Hire requires that you have a travel/medical insurance policy which will specifically cover you while cycling. It is entirely your responsibility to ensure you have the necessary cover before cycling.