

# Bike Hire Terms & Conditions

Please read our full conditions before making a booking

Escapar Limited ("the Company", "Escapar" "we", "our" or "us) accepts bookings, subject to the following conditions:

- 1. Advance booking is necessary to reserve equipment. Bookings are not confirmed until receipt of deposit or payment.
- 2. The equipment, including all accessories supplied, is let out on hire. The equipment remains our property and you will not sell, hire-out or otherwise part with the possession thereof.
- 3. You undertake not to misuse the equipment and to return it with all accessories in the same condition as it was when received by you (ordinary wear and tear excepted). We shall be entitled to charge you for any damage caused to the equipment during the period of hire caused by your act or omission. Damage caused to the equipment will be charged according to retail list prices.
- 4. The use of bikes on the beach is forbidden.
- 5. In the event of a breakdown, other than a result of your misuse, we will use reasonable endeavours to repair or procure the repair of the equipment.
- 6. You must ensure that the equipment is adequately secured when not in use, not use the equipment whilst under the influence of alcohol or drugs, and immediately notify us in the event of the breakdown or loss of the equipment.
- 7. In the event of the equipment being stolen or lost you are required to report the incident to the local police and to provide the Company with a copy of the report within a maximum 24-hour period from the detection of the event. The user shall be responsible for full payment of stolen or lost equipment, the value amount determined according to the manufacturer list price. However, should the equipment subsequently be returned in a satisfactory condition, we will refund you within 14 days.
- 8. A credit card refundable deposit of £200/€200 shall be paid for each bike to be rented. This deposit will be refunded on the return of the bike in the same state and condition it was received. We shall be entitled to charge your credit card the corresponding amount for all damages or losses caused to rental equipment.
- 9. The company shall not be responsible for any fine or penalty resulting from any violation of local laws and regulations. Nor shall the company be responsible for any claim for personal injuries or material damages caused to you, or to third parties by you.

- 10. Insurance: It is your responsibility to ensure adequate cover is in place to cover any loss arising from accidental damage, crash damage or theft of the bike or parts. We recommend Yellow Jersey Insurance <a href="https://www.yellowjersey.co.uk">www.yellowjersey.co.uk</a> for the best hire bike cover and annual policies. Guests can receive a 10% discount using the code ESCAPAR10.
- 11. All charges for any losses (damages, repairs and theft) must be paid in full by the hirer upon return of the bike or when reporting as lost or stolen. It is for the hirer to recover his or her own costs through their own insurance.

## Bike Insurance & Theft & Damage - Further information

#### 12. Theft

The bike is not insured for theft, unless stored securely in the Escapar Retreat/Casa Sanz storage facility.

Please be aware that bike insurance policies typically do not provide theft cover for bikes or hire bikes unless the bike has been securely locked with a Thatcham approved or equivalent lock. Some policies require that the bike is not left unattended. Please carefully check the limits, terms and conditions of your insurance policy.

### 13. Frame Damage

The bike is not insured by us for frame damage.

Upon return of the hire bike, it will be inspected for damage. If the frame is deemed by us to be "broken or beyond repair" you will be liable for up to the full replacement value at recommended retail price for the frame (or bicycle if not available as a frameset) based upon a like-for-like equivalent within the manufacturers current range. For partial damage, large chips or cracks an estimate of the charges will be provided. e.g. Non-structural damage to carbon bike, requiring repair and respray is approximately 500€ upwards. Small scratches and chips acquired through reasonable usage and expected wear and tear will not be charged. N.B. Where possible we will replace bikes and frames at the discounted purchase price we can secure from Cannnondale Spain.

Please carefully check the limits, terms and conditions of your insurance policy.

#### 14. General Damage

The bike is not insured for parts damaged beyond reasonable wear and tear. Upon return of the hire bike, it will be inspected for damage. If any parts are deemed by us to be damaged beyond reasonable wear and tear, you will be liable for the replacement value at r.r.p., on a like-for-like basis. NB. Where possible, if parts are available from Chain Reaction Cycles or Wiggle we will charge for replacements at this rate (if it is lower), plus shipping and a charge for labour.

### 15. Labour and repair charges

If any hire bike is returned damaged and we have agreed to repair with replacement

parts, there may be a minimum 1 hour labour charged for that repair at our discretion (typically only if we are not able to quickly fix it). We use external shops and the rate is approximately 45€ per hour plus IVA. Some jobs may require more time to complete and you will be charged based upon a reasonable estimate.

16. What to do if your hire bike is stolen:

Please contact Escapar immediately.

You will also be required to report the crime to the police to make a 'denuncia' and visit the police station in order to obtain a crime reference number. Any insurance claim you make will require a crime reference number.

- 17. We reserve the right to refuse to lend a hire bike if evidence of an appropriate insurance policy cannot be provided by the hirer.
- 18. We reserve the right to terminate the bike hire agreement at any time if the hirer is deemed to be reckless, unsafe, or unfit to ride the bike. Where possible and appropriate, warnings will be given to prevent this happening. Reimbursement of any hire bike fees on pro-rata basis is at the discretion of Escapar Ltd.

I agree to the terms and conditions:		
Bike:		
Additional specification:		
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Signed:	Date:	
Print name:		

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