TERMS & CONDITIONS FOR BIKE & GO CYCLE HIRE SCHEME

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings:

* Bike & Go is the trading name for cycle hire scheme operated by Merseyrail Electrics 2002 Limited (registered in England and Wales under company number 043563399) whose registered address is Rail House, Lord Nelson Street, Liverpool L1 1JF
* Bike & Go Bikes means bikes and possible accessories, offered by Bike & Go to the Subscription Holder
* List of Rates means the list of rates containing in Schedule 1. The list of rates can also be found on the website [www.bikeandgo.co.uk](http://www.bikeandgo.co.uk/)
* Subscription – the agreement between Bike & Go and the person registered as the Subscription Holder with Bike & Go
* Subscription Holder – is the person who has registered with Bike & Go and has agreed to these terms and conditions and has the right to rent two (2) Bike & Go bikes simultaneously
* Card holder – is either the Subscription Holder and/or the person authorised by the Subscription Holder to rent a Bike & Go bike

In this Agreement, unless otherwise specified:

* The headings are for convenience only and shall not affect its interpretation
* Reference to the plural shall include singular and vice versa, and reference to one gender includes reference to all genders

2. SCOPE OF THE AGREEMENT

This Agreement applies to all Subscriptions to Bike & Go cycle hire scheme and to all Rental Agreements.

3. REGISTRATION

3.1. To register as a Subscription Holder:

* You must be 18 years or over
* Complete the registration form via the website [www.bikeandgo.co.uk](http://www.bikeandgo.co.uk/)
* Have a valid UK bank account/debit/credit card
* Agree to these Terms and Conditions

3.2. Bike & Go will provide a copy of the applicable List of Rates and the Terms and Conditions to the potential Subscription Holder.

3.3. Bike & Go will confirm the registration has been accepted. The card will be sent out within 7 working days of receipt of the registration form.

3.4. The Subscription Holder may terminate the Subscription free of charge and without obligation to provide reasons up to seven working days following the formation of the Subscription by notifying Bike & Go in writing.

4. DURATION, TERMINATION AND REFUND POLICY

4.1. The Subscription is for a period of 1 year from the date the card has been activated.

4.2. The Subscription will be automatically renewed after 1 year unless the Subscription Holder notifies Bike & Go in writing of their intention to terminate the Subscription no later than 2 weeks before the end of the Subscription. The Subscription Holder will be notified in advance of the renewal.

4.3. The Subscription Holder may terminate the Subscription if the subscription fee and/or the rental price of a Bike & Go bike are increased and/or the Terms and Conditions are amended. In any event the Subscription Holder must inform Bike & Go of the termination in writing within 2 weeks of the announcement of the changes.

4.4. In the event of early termination, Bike & Go will not refund the annual subscription fee.

4.5. Both the Subscription Holder and Bike & Go can terminate the Subscription if the other party fails to fulfil its obligations arising under this Agreement or the Rental Agreement.

5. OBLIGATIONS OF BIKE & GO

5.1. Bike & Go will keep as many bikes available for the duration of the Subscription as can be reasonably expected in order to meet the demand of the Subscription Holders.

5.2. Bike & Go is not obliged to have bikes available for all Subscription Holders at all times.

5.3. If and to the extent Bike & Go uses the service of third parties, Bike & Go will be responsible to ensure all obligations are met.

5.4. In the event that the card is lost or stolen, a replacement card will be provided within 7 working days of notification.

5.5. Bike & Go is not liable for any loss and/or damages suffered by a Subscription Holder as a result of a Bike & Go Bike being unavailable for hire.

6. OBLIGATIONS OF THE SUBSCRIPTION HOLDER

6.1. The Subscription Holder is under an obligation to pay the subscription fee until terminated in accordance with clauses 3.4 and/or 4.2 and 4.3.

6.2. The Subscription Holder must notify Bike & Go if their card is lost or stolen as soon as reasonably possible. Notification can be by using the Bike & Go [contact form](http://www.bikeandgo.co.uk/contact-us.php).

6.3. The Subscription Holder will be liable for the unauthorised use of the card until Bike & Go are notified the card has been lost or stolen. The liability is limited to a maximum amount of £400. The Subscription Holder is not liable for unauthorised use of the card after they have notified Bike & Go of the loss.

6.4. In the event of loss or theft of the card, the Subscription Holder will pay the replacement costs as indicated in the List of Rates.

6.5. The Subscription Holder is liable for the consequences of unauthorised use if Bike & Go can demonstrate that the Subscription Holder failed to fulfil the obligations in clause 6.

6.6. If following the established unauthorised use of an activated card, the Subscription Holder or third party returns the Bike & Go Bike(s) that were rented without authorisation within 2 years of the commencement of the Rental Agreement, the amount paid pursuant to clause 6.3 will be subtracted from the amount the Subscription Holder is liable to pay Bike & Go. The amount owed to Bike & Go includes any amount related to the repair of the Bike & Go Bike(s). Any repair costs that exceed the amount referred to in paragraph 6.3 will not be charged to the Subscription Holder.

THE RENTAL AGREEMENT

7. THE SCOPE OF THE RENTAL AGREEMENT

7.1. A Rental Agreement is formed when the Card Holder takes receipt of one or two Bike & Go Bikes (hereafter jointly and individually referred to as Bike & Go Bike).

7.2. The Card Holder is permitted to return a Bike & Go Bike to the rental location within fifteen minutes of taking receipt of the Bike if the bike is found to be defective. If the Card Holder exercises this right, the Rental Agreement will be cancelled immediately and no charge will be applied.

7.3. The Subscription Holder is permitted to rent two Bike & Go Bikes at the same time. The Subscription Holder is permitted to lend one Bike & Go bike to a Card Holder however they remain to fulfil all the obligations under the Rental Agreement and any other agreements.

8. DURATION AND TERMINATION OF THE RENTAL AGREEMENT

8.1. The Rental Agreement is entered into for a minimum period of twenty-four (24) hours for a maximum of seventy-two (72) hours and ends when the Card Holder hands in the Bike & Go bike at the rental location.

8.2. The rental location referred to in Clause (7.2) is the location from which the Bike & Go Bike was collected or another location if Bike & Go expressly determines that the bike must be handed in at that specific location, even if the bike was collected from another location.

8.3. If the Card Holder has not handed in the Bike & Go bike within seventy-two hours of collecting it, Bike & Go will charge the Subscription Holder a surcharge as referred to in the List of Rates in addition to the amount owed for renting the bike.

8.4. If the Card Holder fails to hand in the bike within seven days of collecting it, the Subscription Holder will be charged an amount of £400. For the period this amount remains unpaid, the Subscription Holder also remains liable to pay the rental price and surcharges.

8.5. If the Card Holder hands in the Bike & Go bike after the period of seven days has elapsed, £400 will be subtracted from the amount that the Subscription Holder owes Bike & Go.

8.6. The provisions of the first sentence of paragraph 8.3 do not apply if, before the expiration of the Rental Agreement, the Subscription Holder notifies Bike & Go that he is unable to return the bike in time owing to a situation beyond his or her control.

9. OBLIGATIONS OF BIKE & GO

9.1. Bike & Go will ensure that the Card Holder receives a Bike & Go bike which is in good and sound condition, meets all relevant legal requirements and is provided with the necessary means to enable the Card Holder to protect the bike from theft.

9.2. Any third parties that Bike & Go contract for the delivery of the rental service will meet the obligations of Bike & Go under this Agreement.

10. OBLIGATIONS OF THE CARD HOLDER

The Card Holder is obliged as follows:

10.1. If the Card Holder is not the same person as the Subscription Holder the provisions of Clause and 5 and 6 of these Terms Conditions apply mutatis mutandis.

10.2. If the Card Holder is the same person as the Subscription Holder, the Card Holder is obliged to pay the rental sum, in accordance with Clause 6.1 and observe the provisions of Clause 6.

10.3. Before using the bike, the Card Holder hiring the bike will subject the Bike & Go bike to a visual check and will report any observable defects directly to Bike & Go at the rental location.

10.4. The Card Holder will exercise due care when using the Bike & Go bike. When storing the bike, the Card Holder must always lock the bike using both locks supplied.

10.5. The Card Holder must:

* Make no changes to the Bike & Go bike.
* Observe all traffic signs, signals and abide by the Road Traffic Act 1988
* Use the Bike reasonably, considerately and responsibly
* Take reasonable care of the Bike

The Card Holder must not:

* Use the Bike to provide or operate a courier service or business
* Give, lend or sell the Bike to any other person (other than the Card Holder) or allow any other person (other than a Card Holder) to use the Bike or Key
* Damage, deface or vandalise the Bike, Key or any of our equipment or property in any way
* Load the cycle with a total weight of more than 115 kilograms
* Cycle with more than one person at any time
* Cycle with children or animals or persons

The Card Holder must not carry:

* Dangerous, hazardous or flammable substances
* Any object that may cause injury to you or injury or offence to any other person or likely to cause injury or offence to any other person or likely to cause damage to the Bike, any other person or property, or prohibited by law

The Card Holder must not:

* Use the bike for racing, or stunt or trick-riding
* Dismantle or tamper with the cycle or anyway attempt to do so
* Add or attach a trailer to the Bike or use the Bike in an anti-social manner, i.e. a manner that causes or likely to cause harassment, alarm or distress to others

11. DAMAGE AND REPAIRS OF THE BIKE & GO BIKE.

11.1. Repairs to the Bike & Go Bike are the responsibility of Bike & Go, unless the repairs are necessary because the bike has been misused or damage by the Card Holder. Bike & Go will notify the Subscription Holder in writing of the nature of the damage and the costs of repairs.

The Subscription Holder has 14 days to dispute the costs and/or damage in writing to Bike & Go. If the Subscription Holder does not dispute the costs and/or damage, Bike & Go will collect the amount owed 28 days from the date the Subscription Holder was notified of the damage.

11.2. The Card Holder is not permitted to repair or have the Bike & Go bike repaired by anyone other than by Bike & Go nominated maintenance contractor. The Card Holder is permitted to repair, have repaired flat tyres, lights and bike light batteries without the permission of Bike & Go.

11.3. If damage occurs to the Bike & Go bike during the rental period, the Card Holder is obliged to return the damaged Bike & Go bike to the rental location unless other arrangements have been made after the damage has been reported.

11.4. The Card Holder must report damage to the Bike & Go bike to an employee at the rental location and to Bike & Go via [www.bikeandgo.co.uk](http://www.bikeandgo.co.uk/) as quickly as reasonably possible.

11.5. Bike & Go will refund the rental charges if a defect occurred after the Rental Agreement had been entered into and Bike & Go should have known of the defect at the time or if Bike & Go informed the Card Holder at the time that the bike was free from defects.

12. LOSS AND THEFT

12.1. The Card Holder must report the loss of theft of a Bike & Go bike and/or the Bike & Go key to Bike & Go as quickly as is reasonably possible via the Bike & Go [contact form](http://www.bikeandgo.co.uk/contact-us.php). The Card Holder also needs to report the theft to the police.

12.2. During the rental period the Subscription Holder is responsible for any damage caused by loss or theft of the Bike & Go bike up to the maximum of £400 per incident.

12.3. The Subscription Holder is only liable for £50 per incident if the Card Holder has locked the Bike & Go bike using both locks supplied and he has handed in the Bike & Go bike key together with a crime reference number as proof the matter has been reported to the police as well as reporting to Bike & Go.

12.4. If the Card Holder, Subscription Holder or a third party, following loss or theft as referred to in Clause 12.1, returns the missing or stolen Bike & Go bike to Bike & Go within 2 years, the amount pursuant to Clause 12.2 will be subtracted from the amount owed by the Card Holder or Subscription Holder to Bike & Go. If the Subscription Holder owes nothing to Bike & Go, the amount will be paid to the Subscription Holder. The amount owed to Bike & Go includes any amount related to the repair of the Bike & Go bike concerned. If the costs for the repair of the Bike & Go bike exceed the amount paid by the Subscription Holder to Bike & Go pursuant to this Clause 12.2, the excess costs will not be recovered from the Subscription Holder.

12.5. In the event of the loss of a Bike & Go bike key, the Subscription Holder will pay the replacement costs of the key in accordance with the List of Rates.

13. DATA AND COMMUNICATION

13.1. The Subscription Holder is responsible for the accuracy of the data and information he provides to Bike & Go.

13.2. The Subscription Holder will state on registration whether they wish to receive marketing/promotional information from Bike & Go.

13.3. The Subscription Holder is responsible for updating such information, such as a new address and/or email address by the secure section of the website [www.bikeandgo.co.uk](http://www.bikeandgo.co.uk/).

13.4. The Card Holder is obliged not to disclose to any other person the pin codes and/or password(s) provided to him.

13.5. Bike & Go agrees that it shall comply with the provisions of the Data Protection Act 1998 in relation to data received by Bike & Go under this Agreement and that it shall only process personal data received in accordance with the Data Protection Act 1998.

14. PAYMENT AND INVOICING

14.1. On signing the registration form, the Subscription Holder authorises Bike & Go to automatically debit amounts owed (including the subscription fee and rental amounts). The subscription fee owed will be debited no later than 2 months following the commencement of the subscription.

14.2. Bike & Go will send the Subscription Holder an invoice by email each month detailing a breakdown of the rental charges for the preceding month and indicating the date on which collection will take place.

14.3. The rental amounts owed will be collected once a month unless the Bike & Go bike was rented less than two times in the preceding month, in which case the total amount will be collected the following month.

14.4. The amounts owed will be collected by direct debit from a UK bank account or credit card.

15. LIABILITIES

15.1 Bike & Go is not liable for any direct or indirect damages to and/or of the Card Holder caused by or related to the use of the Bike & Go, if:

* The defect that caused the damage cannot be attributed to Bike & Go
* The damage was caused by deliberate intent or the wilful recklessness on the part of the Card Holder and/or a third party who obtained a Bike & Go Bike from the Card Holder
* The damage caused in such circumstances that it is deemed under the law or by virtue of these General Terms and Conditions to be at the risk and expense of the Card Holder

15.2 Bike & Go cannot be liable for any consequential loss or damage arising out of the fact that the Card Holder was temporary unable to use a Bike. In the event of such a situation, the Card Holder will not be charged the rental price for the rental period concerned unless circumstances as described in clause 15.1 apply.

15.3 The Card Holder indemnifies Bike & Go from claims, losses or damages caused to third parties for damage as referred to in clause 15.1.

16. COMPLAINTS

16.1. Complaints with regards to the performance of the Agreement(s) must be submitted in a timely fashion via the Bike & Go [contact form](http://www.bikeandgo.co.uk/contact-us.php). Complaints submitted within 10 days will be considered.

16.2. Bike & Go will acknowledge receipt of the complaint with 5 working days.

16.3. Bike & Go will respond to the Subscription Holder within 28 days of receipt of the complaint.

16.4. If the Subscription Holder is not satisfied with the outcome of the compliant the matter will be escalated to a Senior Manager from Bike & Go. If the matter still remains unresolved the Subscription Holder can refer their complaint to:

Passenger Focus  
FREEPOST (RRRE-ETTC-LEET)  
PO BOX 4257  
Manchester  
M60 3AR

17. VARIATION

17.1 Bike & Go reserve the right to amendment this Agreement and/or the List of Rates.

17.2 Bike & Go will announce any changes to this Agreement and/ or the List of Rates 2 weeks prior to them taking effect on the website [www.bikeandgo.co.uk](http://www.bikeandgo.co.uk/).

17.3 Bike & Go will notify the Subscription Holder of any changes to this Agreement and/or List of Rates by sending an email to the nominate email address or by sending a letter to the Subscription Holder.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

LIST OF RATES

The prices below are including VAT.

RENTAL

* Bike & Go bike per rental (up to 24 hours): £3.80

MEMBERSHIP

* Membership per year: £10
* Replacement cost of membership card (lost/stolen): £10

SURCHARGES

* After 72 hour of rental (per additional 24 hours): £7.50
* Returning the bike to another station: £15
* Administration costs for a payment reminder: £15

LIABILITY

* Replacement costs in case of loss or theft of Bike & Go bike key: £20
* Damage to Bike & Go bike due to negligent use: Repair costs
* Theft of Bike & Go bike (with key and crime reference number): £50
* Theft of Bike & Go bike (without key and/or crime reference number): £400

WEBSITE TERMS AND CONDITIONS

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