

**TRY
BEFORE
YOU BUY**

m-cro

SCOOTER HIRE AGREEMENT FORM

DATE OF HIRE: / /

PARTIES:

Micro Scooters Ltd a company registered in UK under number 05196465 whose registered office is at 110 Coast Road, West Mersea, Colchester, Essex, CO5 8NA (hereinafter known as the "Supplier"); and

THE HIRER (AS DEFINED BELOW):

Name

Address

Postcode

Mobile Home Phone

Email

Proof of identity
Please state your passport or driving licence number

SCOOTER DETAILS:

COMPLETED BY MICRO SCOOTERS

Model Demo Number/ Serial Number

Damage inspection Condition on arrival

Hire From: Date of delivery / / To: Collection date / /

AMOUNTS PAYABLE: Administration fee: Hire fee: **TOTAL:**
(this covers the costs of delivery and collection of the scooter):

Notes:

THE HIRER ACKNOWLEDGES AND ACCEPTS THAT THE SUPPLIER'S SCOOTER HIRE TERMS AND CONDITIONS ARE INCORPORATED INTO THE CONTRACT. THIS HIRE AGREEMENT FORM AND THE SUPPLIER'S SCOOTER HIRE TERMS AND CONDITIONS WILL CONSTITUTE THE CONTRACT BETWEEN THE PARTIES.

THE HIRER ACKNOWLEDGES THAT A COPY OF THE SUPPLIER'S SCOOTER HIRE TERMS AND CONDITIONS IS AVAILABLE ON THE SUPPLIER'S WEBSITE OR ON THE REVERSE OF THIS AGREEMENT FORM.

I the undersigned agree to accept the terms and conditions referred to above and to accept the demonstration hire scooter listed for the period referred to above:

Signed
HIRER

Date / /

Signed
ON BEHALF OF MICRO SCOOTERS LTD

Date / /

SCOOTER HIRE TERMS AND CONDITIONS

1. SCOOTER HIRE TERMS AND CONDITIONS

1.1 We aim to provide high quality scooters for hire. To achieve this at a reasonable cost we ask our customers to treat the equipment responsibly.

1.2 A specified range of adult scooters can only be hired from Micro Scooters Ltd on completion of a Hire Agreement Form and completing the rental with our Customer Service Team directly. Micro Scooters Ltd reserves the right to take the hirer's credit or debit card details to hold as security until the scooter(s) is returned in the condition in which it was hired out. Upon acceptance of these terms & conditions a binding contract is formed between Micro Scooters Ltd and the hirer. We reserve the right not to accept or to fulfil a booking at any time entirely at our discretion.

1.3 All bookings are subject to availability. We have a limited number of scooters for hire which may mean at times there will be a waiting period. We will keep you informed on an individual basis should this be the case.

1.4 When a booking is made by one person on behalf of another person or persons that person confirms to Micro Scooters Ltd that he or she has the authority to make such a booking.

1.5 To place an order you must be 18 years of age or over.

1.6 If we accept your order, we will notify you of our acceptance by issuing an order confirmation. We will send your order confirmation to you by email provided you have indicated an e-mail address on your Hire Agreement Form. Otherwise we will send the order confirmation by post. The order confirmation will be effective on sending. If we cannot accept your order we will attempt to contact you by email or telephone or post.

1.7 The 14 day hire period (Hire Period) commences on the day the scooter(s) is collected or dispatched to you and continues until the scooter(s) is returned to Micro Scooters Ltd pursuant to the arrangements set out in the Hire Agreement Form.

1.8 Information contained in our advertising, brochures, other written materials, on our web sites or given to you by our agents or employees constitutes an invitation to treat. No such information constitutes an offer by us to supply any products.

2. HIRER'S TERMS AND CONDITIONS

2.1 You are responsible for ensuring that you are physically fit enough to undertake scooting any distance. Micro Scooters Ltd does not accept any responsibility for your failure to complete your Hire Period due to lack of fitness, illness, or injury. Micro Scooters Ltd does not accept liability for loss, or damage to personal effects to any participant, nor can Micro Scooters Ltd accept any responsibility for delays or changes to your Hire Period due to weather, strikes, war, terrorism or other causes.

2.2 You accept that scooting on a public highway and competition on such carries its own risks and you have made your booking on the basis that you undertake the hire at your own risk. You understand and accept that Micro Scooters Ltd advises the wearing of a helmets at all times when riding.

2.3 You will ride your scooter responsibly at all times. Subject to the provisions of clause 6 you will not hold Micro Scooters Ltd responsible for any loss, damage, or injury including death to persons or property with regard to the use of the scooter(s) hired. You accept responsibility to indemnify Micro Scooters Ltd against any claim, interest, demand, or expense in respect of such injury or damage.

2.4 You are responsible for all scooters hired and it is your responsibility to keep these items safe from damage, loss or theft, use them in a proper manner and not subject them to any misuse or unfair wear and tear.

2.5 Any damage caused due to crash or neglect is the hirer's responsibility and will be charged for.

2.6 You will notify Micro Scooters Ltd immediately of any loss, damage, or theft to the hired scooters however caused. You will be responsible for paying Micro Scooters Ltd the reasonable costs of repair or replacement for any such loss, damage, or theft.

2.7 You will not offer for sale, sell, dispose, mortgage, lend, pledge or otherwise part with possession of the hired scooter(s).

2.8 Micro Scooters Ltd staff are usually available by phone or email to help out with any problems during the Hire Period; however it is the hirer's responsibility to assemble, set up and keep a check on the scooter(s) they have hired. Whilst Micro Scooters Ltd will use reasonable endeavours to ensure that it has staff available during the Hire Period, this cannot be guaranteed.

3. PAYMENT TERMS AND CANCELLATION

3.1 In consideration of our arranging and fulfilling your hire in accordance with these terms and conditions you will pay Micro Scooters Ltd the total price for your Hire Period set out in the Hire Agreement Form at the time of booking the scooter(s)

3.2 Any payments shall be made by credit or debit card.

3.3 Should the hirer decide during or at the end of the Hire Period to purchase an adult scooter(s), the hirer gives its consent for Micro Scooters Ltd to use the payment card details which were provided at the commencement of the hire to process the transaction for the purchase of the adult scooter.

3.4 At the end of the Hire Period you will ensure that the scooter is available for collection by Micro Scooters Ltd or its nominated third party at the delivery address and at the time set out in the Hire Agreement Form in the condition that it was hired without defect(s).

3.5 If the terms set out in 3.4 (above) are not complied with, Micro Scooters Ltd reserves the right to:

- in the case where the scooter(s) is not made available to Micro Scooters Ltd at the end of the Hire Period pursuant to clause 3.4 charge additional charges of £25 per scooter per day (24 hours) up to a period of 4 days. Such a fee is considered reasonable liquidated damages and represents the additional administrative costs incurred in dealing with late returns. If, after this 4 day period, the scooter(s) has not been returned to Micro Scooters Ltd, the hirer will be in possession of the scooter(s) without Micro Scooters Ltd's permission and Micro Scooters Ltd will deal with this matter entirely as we see fit. For example, this could include, without limitation, making a charge to the hirer of the scooter's recommended retail price which will be applied to the hirer's payment card and allowing the hirer to keep the scooter(s); or
- in the case of a scooter(s) left or returned damaged, charge to the hirer any costs incurred and sustained in replacing or repairing (whichever the cheaper) the scooter(s) concerned to a condition equivalent to that prior to the hire.

3.6 In all cases normal wear and tear is accepted and allowed and is included in any hire price. What is deemed as 'normal wear and tear' will be at Micro Scooters Ltd's reasonable discretion.

3.7 In all cases, the hirer consents to Micro Scooters Ltd applying such charges as set out in this clause 3 to the hirer's payment card which was provided at the time of booking the scooter(s) security/ damage. For completeness, following completion of the hire and the payment by the hirer of all monies due to Micro Scooters Ltd, Micro Scooters Ltd will promptly delete the hirer's payment card details from its records.

3.8 Our cancellation policy is as follows:

- where cancellation in writing occurs prior to despatch of the scooter(s) by Micro Scooters Ltd – an amount equal to the administration fee and the hire fee (each as set out in the Hire Agreement Form) will be returned to the hirer; or
- where cancellation in writing occurs after despatch of the scooter(s) by Micro Scooters Ltd – an amount equal to the hire fee (as set out in the Hire Agreement Form) only will be returned to the hirer.

Micro Scooters Ltd will consider individual cases in extraordinary circumstances.

4. DELIVERY OF THE SCOOTER

4.1 Orders will not be accepted and the scooter(s) will not be delivered to any address outside the mainland United Kingdom, Northern Ireland, the Isle of Man or the Republic of Ireland.

4.2 Subject to clause 4.1 we will deliver the scooter(s) to the delivery address as shown on the Hire Agreement Form.

4.3 Estimated delivery times which are given by Micro Scooters Ltd are estimates only and do not equate to guaranteed delivery times.

5. PERSONAL SAFETY

5.1 It is the rider's responsibility for their own safety. Scooting involves personal risk and you must ride responsibly. We advise that a helmet is worn whilst riding the scooter.

5.2 Injury and/or death associated with the sport of scooting may result from weather, excessive speed, collision with inanimate objects or other persons, rider inexperience, error or abuse of equipment.

5.3 First time or novice scooters should use the scooter under the supervision of an experienced rider.

5.4 You must not scoot under the influence of alcohol, strong medication, other drugs, or fatigue.

6. OUR LIABILITY TO YOU

6.1 Micro Scooters Ltd accepts responsibility for death, personal injury, and direct loss suffered by you which you can demonstrate was caused by our negligence up to the limit set out in clause 6.3 below.

6.2 Micro Scooters Ltd will not be liable to you where any alleged loss or damage results from:

- any of your own actions or omissions;
- the action or omission of a third party not connected with the provision of your scooter hire;
- an event or circumstances which we could not have predicted or avoided even after taking all reasonable care; or
- where any loss or damage is considered to be indirect or consequential loss.

6.3 Except in respect of death and personal injury, in respect of which no limit of liability shall apply, Micro Scooters Ltd's total liability to you under this contract between us shall be limited to the total cost of the hire, being an amount equal to the hire fee and the administration fee as set out in the Hire Agreement Form.

6.4 Micro Scooters Ltd shall have no liability to you if we are unable to fulfil a booking due to an event which occurs that is outside our reasonable control. In the event of Micro Scooters Ltd being otherwise unable to fulfil your booking our liability to you shall not exceed the limit set out in clause 6.3.

6.5 Except where expressly permitted under the Data Protection Act 1998, we will only use your personal details in connection with your booking arrangements, unless you agree otherwise. We will keep your personal details secure in accordance with our obligations under the Data Protection Act 1998.

7. GENERAL

7.1 These terms and conditions constitute the entire agreement between us, and supersede any previous agreement or understanding and may not be varied except where such variation is agreed in writing and signed on behalf of Micro Scooters Ltd. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

7.2 Any notice required or permitted to be given by either of us to the other under these terms and conditions must be in writing.

7.3 No failure or delay by either of us in exercising any of its rights under these terms and conditions shall be deemed to be a waiver of that right, and no waiver by either of us of any breach of these terms and conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.4 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.

7.5 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 pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.6 These terms and conditions shall be governed by English law, and both of us hereby agree to submit to the exclusive jurisdiction of the English Courts.

8. CONTACTING MICRO SCOOTERS LTD

You can contact us: by telephone on 0333 320 1030 between 8am and 8pm Monday to Sunday; by post to 110 Coast Road, West Mersea, Colchester CO5 8NA or by e-mail at info@micro-scooters.co.uk. Please note that our customer services are open 8am - 6pm on bank holidays.