

Ezee pedal

Customer terms and conditions

1. What these terms cover and why you should read them
 - 1.1 These are the terms under which you can rent a bike from us.
 - 1.2 Please read these terms carefully before you make a booking with us. These terms tell you who we are, how we will provide the bike, what to do if there is a problem and other important information.
 2. Information about us and how to contact us
 - 2.1 Ezeepedal is a trading name of John Harrison-Church.
 - 2.2 You can contact us by telephoning our customer service team at 07475 285 740 or by writing to us at ezeepedal@gmail.com or 33 Bellevue Place, Edinburgh EH7 4BS.
 - 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you made the booking.
 - 2.4 When we use the words "writing" or "written" in these terms, this includes emails.
 3. Our contract with you
 - 3.1 Our acceptance of your booking will take place when you sign and return the booking form covering these terms and conditions, at which point a contract will come into existence between you and us.
 - 3.2 If we are unable to accept or honour your booking for any reason, we will inform you of this as soon as possible and we will not charge you for the booking. This might be because a particular bike is unavailable at the time you want to rent it.
 - 3.3 We will assign a booking number to your booking and tell you what it is when we accept your booking. It will help us if you can tell us the booking number whenever you contact us about your booking.
 4. Your rights to make changes
 - 4.1 If you wish to make a change to your booking please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of your booking, the timing of delivery or collection of the bike or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, and if you wish to cancel the booking, please just let us know.
 5. Our rights to make changes
 - 5.1 We may make the following changes to your booking, but if we do so we will notify you and you may then contact us to cancel the booking before the changes take effect:
 - (a) A change in price;
 - (b) A change in specification of the bike you requested when making your booking;
 - (c) A change to the time of delivery of the bike (but not more than one hour earlier or later than the time you requested when you made your booking); and
 - (d) A change to the time of collection of the bike (but not earlier than the time you have paid for).
 6. Delivery of the bike
 - 6.1 We will deliver the bike to you once you have complied with the obligations set out in paragraphs 7.1 and 7.2 below.
 - 6.2 If delivery is delayed by an event outside our control, such as a vehicle breakdown or an accident involving an individual or vehicle on which we were relying to deliver the bike, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may cancel the booking at no cost.
 - 6.3 If, following delivery, you discover a fault with the bike please let us know as soon as possible. We will endeavour to resolve the fault or provide a replacement bike. If this is not possible you may end the contract and receive a refund of the rental fee.
 - 6.4 The images of the bikes on our website are for illustrative purposes only. The colour or make of bike we provide may vary from those images.
 7. Payment
 - 7.1 You must pay us the rental fee specified in the booking form.
 - 7.2 You must also exhibit a credit card in your name in order that we may note the details of the card on the booking form. You authorise us to charge an amount up to £250 per bike against your credit card in addition to the rental fee if the bike is damaged or lost or stolen while in your possession, or if you fail to allow us to collect the bike at the time specified in the booking form.
 - 7.3 If you fail to pay the rental fee in accordance with paragraph 8.1, or if you fail to exhibit a credit card in your name in accordance with paragraph 8.2, we will consider this a material breach of our agreement and we will inform you that the contract is terminated.
 8. No cancellation after delivery
 - 8.1 For most goods and services ordered online or by phone you have a legal right to change your mind within 14 days and receive a refund. However, please note this right does not apply to:
 - (a) a contract for passenger transport services; or
 - (b) a contract concluded at your address under which payment to be made is less than £42; or
 - (c) a contract for the supply of accommodation, transport of goods, vehicle rental services, or catering or services related to leisure activities, if the contract provides for a specific date or period of performance.
- Accordingly you will not be due a refund if you decide you no longer want to hire the bike after it has been delivered.
9. Our responsibility for loss or damage suffered by you
 - 9.1 We do not exclude or limit in any way our liability to you in respect of:
 - (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or
 - (b) any failure by us to provide the services in accordance with your booking, with reasonable skill and care (subject always to paragraph 7); or
 - (c) any other circumstance where it would be unlawful to do so.
 - 9.2 Subject to paragraph 10.1, we shall not be liable to you for any loss or damage suffered by you or for any indirect or consequential losses.
 10. Use of the bike
 - 10.1 You are responsible for your own behaviour and safe use of the bike and you shall ensure that you wear a suitable helmet and appropriate clothing when cycling.
 - 10.2 You must exercise all reasonable care and skill when using the bike, lock or secure the bike when you are not using it, and notify us as soon as you become aware of a fault with the bike, or if the bike is stolen.
 - 10.3 You must not use the bike off-road or use it to tow a trailer or other object, or allow any other person to do any of the things prohibited under this paragraph 10.
 11. How we may use your personal information
 - 11.1 We will use the personal information you provide to us:
 - (a) to supply the services to you;
 - (b) to process your payment for the services; and
 - (c) if you agreed to this during the registration or booking process, to give you information about similar products that we provide, but you may elect to stop receiving this at any time by contacting us.
 - 11.2 We will only give your personal information to third parties where the law either requires or allows us to do so.
 - 11.3 Personal data recorded on the booking form will be retained as proof of transaction.
 - 11.4 If you do not provide the information requested on the booking form we will be unable to provide the services.
 - 11.5 Under the EU General Data Protection Regulation you may:
 - (a) request access to the personal data we hold relating to you;
 - (b) request deletion or correction of that personal data; and
 - (c) request that your personal data be transferred to another person.
 - 11.6 In order to exercise the rights listed in paragraph 11.5 please just get in touch with us. If you are dissatisfied with our response you may complain to the Information Commissioner's Office (www.ico.org.uk) as the supervisory authority for compliance with data protection legislation in the UK.
 12. Other important terms
 - 12.1 We may transfer our rights and obligations under these terms to another organisation, for example if we transfer our business to a limited company.
 - 12.2 You may not transfer any rights or obligations arising under these terms to another person.
 - 12.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
 - 12.4 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
 - 12.5 These terms are governed by Scottish law and you can bring legal proceedings in respect of the services in the Scottish courts. If you live in England you can bring legal proceedings in respect of the Services in either the English or the Scottish courts.

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