



Conditions of use for bicycle hire

1. Westport Bikes Hire Ltd. therein after referred to as "the company" is a limited company which provides access to bicycles for hire by customers.
2. The company contact details are as follows Westport bikes hire Ltd., Carrabawn, Westport, Co. mayo, Telephone: 086 0880882, email: info@westportbikeshire.com

To avail of the bicycle hire service provided by the company the customer must agree the terms and the period of time for which a bicycle is to be hired. The hire period must be signed and acknowledged by the customer on the booking form, which will contain the following details.

- (a) The date and time the bicycle was hired
- (b) The hire period
- (c) The time which the bicycle is to be returned or collected
- (d) The customer will be obliged to pay a €30 deposit and provide ID (passport, driver license) in respect of each bicycle hired.

Customer obligation

1. The customer undertakes to use the service provided by the company as would any reasonable, prudent, responsible and informed individual and in accordance with these conditions of use.
2. The customer is responsible for the bicycle hired and must make every effort to avoid damage to the bicycle or its destruction or disappearance.
3. The customer undertakes to hire and return the bicycle within the authorised hire period. The customer accepts in advance that any failure to abide by this obligation will result in the forfeiture of the deposit.
4. If any use of a bicycle in contravention of the provisions of paragraph 2 above is observed. The customer undertakes to return the bicycle immediately at the request of the company's representative.
5. The customer undertakes to inform the company as swiftly as possible of the loss, theft, any accident or any other problem in relation to the use of a bicycle. In any event the bicycle shall remain under the responsibility of the customer in accordance with the terms of paragraph 2 and herein.
6. The bicycle remains at all times the property of the company. The customer is expressly forbidden to allow any third party to use the bicycle in any way whatsoever, whether for free or against consideration.
7. The service provided by the company is also accessible to children between the ages of 8 to 17 once the bicycles are hired by their legal guardian under the liability of this clause and in accordance with paragraph 8 below.
8. The customer is authorised to use the bicycle in accordance with the terms hereof, provided that such use is reasonable which excludes the following.
 - a) Any use contrary to the provisions of the rules of the road and current traffic regulations.
 - b) Any use on land or under conditions that are likely to damage the bicycle.
 - c) The transportation of any passenger under any circumstances.
 - d) Any use of the bicycle causing a danger to the customer or to third parties.
 - e) Any dismantling or attempt to dismantle all or part of the bicycle and more generally any abnormal use of a bicycle.
9. Any goods carried by customers either on their person or on the bicycle is at the risk of the customer.
10. Damage to or the soiling of a customer's clothing while using a bicycle is at the risk of the customer

Customer Liability and declarations

11. The customer is fully and solely liable for any damage caused by the use made of a bicycle during the hire period and including when the hire period is exceeded in the event of a late return by the customer.
12. The parents or legal guardians of any minor children will be held liable for any damage caused directly or indirectly by the minor as a result of using the service.
13. A bicycle that has not been returned after 24 hours have expired since the ending of a hire period will be considered as a case of disappearance until the bicycle is found or returned.
14. In the event of the disappearance of a bicycle for which a customer is liable the customer is obliged to inform the company of this disappearance and to register the theft with the Gardai the customer shall remain fully and solely responsible for the bicycle until the company is supplied with a copy of the Garda report.
15. In the event of an accident and or incident involving the bicycle the customer is under obligation to inform the company of the facts as soon as is reasonably practicable, the customer remains liable for the bicycle until such time as it is locked to a stand or handed over in person to a representative of the company.
16. The customer declares they are capable of using a bicycle and physically fit to do so. Helmets are provided and must be used.
17. Since the customer is liable for the bicycle prior to using the bicycle the customer must carry out a basic check on the main visible working parts in particular (but not limited to Brakes, Handle Bars, Gears, Frame, Seat Adjustment, Wheels and Tyres)

Penalties for misuse

18. At the start of the hire period the customer authorises the company to request the deposit of €30 per bike to be used in the following cases and under the conditions set out here, Damage, Fraudulent use and or Disappearance of the bicycle for which the customer is liable.
19. The nature and or amount of the penalty is payable to the company by the customer in the event of a contractual failing on the part of the customer are as follows
 - a) Disappearance of the bicycle in contravention with paragraph 14
 - b) Repair of damage to the bicycle attributable to the customer, flat rate penalty according to the degree of damage to a maximum of €250
 - c) Loss or damage to the anti theft lock or associated key

Disputes

20. These conditions of use are subject to Irish law. Any dispute arising from the performance and consequences thereof shall be brought before the courts of Ireland to which the parties expressly attribute jurisdiction including in the event of summary judgements introduction of third parties or numerous defendants.

