

KIDS BIKE XCHANGE

BICYCLE LEASE AGREEMENT

We agree to lease and You agree to take the Bicycle on the terms and conditions as set out in this document (“**the Agreement**”) as well the KBX Guide which has been provided to you (“**the Guide**”).

The Agreement along with the Guide, will help you understand what you can expect from Us and what we need from you when leasing your bicycle.

Please make sure you read the Agreement and the Guide fully and carefully prior to signing this form. Please pay particular attention to clauses 3, 7, 8 and 9 of the Agreement and the KBX Code of the Guide.

By agreeing to lease a Bicycle via Our website and by ticking that you agree to this lease you are confirming that You have read and understand the Agreement and the Guide and agree to follow the directions and conditions contained therein.

The Agreement

In the Agreement:

"Authorised User" means the users additional to your Child who are approved by You. You will ensure that any Authorised User will comply with the Agreement.

"the Form" means the details you have completed on the Website and are contained in your Order Receipt .

"the Bicycle" means the bicycle which is being leased pursuant to the Agreement.

"Order Date" means the date you signed the Agreement online and received your Order Receipt via email.

"Order Receipt" means the confirmation email you receive once you have ordered and paid for the Bicycle online.

"the Payment Price" means the price paid and particularised on the Form.

"Sales Room" means the premises where Company carries out their business, the current address being 50 Craneford Way, Twickenham, Middlesex, TW2 7SE or any other alternative premises as the case may be.

"We", "Us" or "Our" means Addeley Holdings Limited whose details appear more fully in the footer of this document.

"**Website**" means the published website of the Company, the current website being www.kidsbikexchange.co.uk, or any alternative website as the case may be.

"**Xchange Date**" means the date 12 months from the Order Date when this Agreement comes to an end and the Bicycle must be returned to the Sales Room.

"**You**" means the person, firm or organisation by or on behalf of whom bicycles are leased under the Agreement.

"**Your Child**" means the person or persons who is or are intending to use and enjoy the Bicycle.

- 1) You will pay Us on demand all charges due hereunder including where relevant, sums in respect of additional charges and VAT or other taxes thereon.
- 2) You understand and have read the Guide and you understand that you have a duty to adhere to the Guide at all times.
- 3) You acknowledge that you have a duty to ensure that all reasonable care is taken of the Bicycle against damage or loss throughout the lease term. You also accept responsibility for any loss or damage to the Bicycle. You hereby indemnify Us against such loss or damage up to a maximum of the full Payment Price paid at the outset of the lease for the lease term of the Bicycle ("**the Maximum Limit**"). By way of example, if the Payment Price paid at the outset of the lease is £75, and the Bicycle is lost 6 months into the lease term, the maximum amount You would be liable for is £75 payable again due to the fact that Bicycle cannot be returned in accordance with this Agreement.
- 4) If the Bicycle is lost or stolen during the lease term, You will receive a replacement bicycle of an equivalent standard and size to the Bicycle, the replacement bicycle is subject to the Maximum Limit.
- 5) If the Bicycle becomes unsuitable due to Your Child out-growing the Bicycle, you may return the Bicycle to Us. We will then refund you for the remaining lease term, subject to you entering into a new lease. You will then be encouraged to start a new lease with a Bicycle of a more suitable size. Please note that the refund is only available if You start a new lease with a new bike at this time.
- 6) You undertake to return the Bicycle on the Xchange Date with all tyres and other accessories in a similar condition (subject to normal wear and tear) as when received in the Sales Room. If special cleaning or repair work is required for whatever reason We will make a separate charge to cover the cost of any cleaning and/or repair work required subject to the Maximum Limit.
- 7) Where the Bicycle develops a fault during the lease period owing to any reason whatsoever, You undertake to inform Us immediately and not to use the Bicycle while it is in an unroadworthy condition and return the Bicycle to Us to repair any faults

- 8) You freely agree to assume and accept any and all known and unknown risks of injury to You and to third parties while using the Bicycle. You or any Authorised User of the Bicycle understands that We are not responsible for any damage to property or injury caused by the Bicycle by You or any Authorised User, and You release Us from all such liability and waive all claims that you may have in the future against Us in connection with the use of the Bicycle. In the event of any death or incapacity, the Agreement shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns and representatives.
- 9) We undertake to provide a bicycle to You which is in good working order. If You feel that the Bicycle is unsatisfactory You must inform Us as soon as reasonable practicable, in any event, within 7 days of the Start Date. If the bicycle breaks down during the lease period We will, where the Bicycle ceases to work, either;
 - a. repair the Bicycle so that it is rendered functional, to a satisfactory extent, for the remainder of the lease subject to charging all costs of the repair to You which will be subject to the Maximum Limit; or
 - b. where the Bicycle cannot be so repaired, provide a replacement bicycle, of an equivalent standard and size to the Bicycle, to You for the remainder of the lease. The cost of the replacement bicycle will be subject to the Maximum Limit.
- 10) Bicycles are leased on a yearly basis according to the agreed Payment Price. A grace period of 1 week is allowed for after the Xchange Date. Unless authorised in writing by Us after this a daily charge of £5 will be made. The daily charge will be subject to the Maximum Limit.
- 11) In the event that You require the Bicycle for a longer period than one year You must notify Us that You wish commence a new lease with the Bicycle and return the Bicycle to the Sales Room to be fully serviced before commencing a new one year lease.
- 12) The Bicycle will not be ridden by any person other than an Authorised User.
- 13) You or any Authorised User of the Bicycle will in no way be deemed to be the agent, servant or employee of Us.
- 14) We will not on our own behalf, waive any of our rights hereunder except in writing signed by a duly authorised representative of Us.
- 15) If the order is made online, Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between You and Us.
- 16) If We are unable to accept your online order, we will inform you of this in writing and will not charge you. This might be because the Bicycle is now being leased to someone else or because we have identified an error in the price or description of the Bicycle or because we are unable to meet a delivery deadline you have specified.

- 17) The cost of your online order is based on you picking the Bicycle up from the Sales Room. Delivery costs can be quoted to you.
- 18) You can select a time to collect the Bicycle from our Sales Room using the online calendar or by contacting Us directly. You must collect the Bicycle within 7 days of the online order or we may cancel the order.
- 19) We reserve the right to terminate the lease to which the Agreement refers if we become aware of any breach by You of the Agreement. Upon breach of the above the Agreement We may give your personal details to credit reference agencies, debt collectors, and any other relevant organisation.
- 20) Government taxes and other levies will be charged as required by current legislation.
- 21) You acknowledge that We are entitled to raise a bill for any charges due to Us pursuant to the Agreement.
- 22) If you do not pay us for any charges made pursuant to the Agreement we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 23) The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter
- 24) Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 25) If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 26) The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 27) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.