

General terms and conditions for The Bike Hive rental

Content

Definition of terms

1. Bicycle

The mountain bike and/or any other item that is comprised by the contract

2. Customer

The natural person or legal entity purchasing the bike rental and/or bike tour service from The Bike Hive

3. The Bike Hive:

Cycle Hive t/aThe Bike Hive, the company offering the bike rental services according to these terms and conditions

4. Rider:

The person riding the bicycle

5. Written:

In writing or electronically

Article 1: Applicability

These general terms and conditions apply to all contracts between The Bike Hive and customers for bike tours and/or bike rental, including accessories like helmets and child seats.

Article 2: Offer and Agreement

1. According to the wishes of the customer, The Bike Hive makes a written or oral offer. The offer contains (where applicable) the name of the service (bike rental) rental period and price. Furthermore, it states the opening hours and telephone number of the company, the manner of payment, and the type of deposit.
2. The contract is established when the customer accepts an offer from The Bike Hive.
3. The Bike Hive will retain ownership of rented bikes and accessories at all times.

Article 3: Price and Duration

1. The customer is not allowed to return a rented bicycle after the date and time stated in the booking.
2. One day is considered to be 24 hours.
3. The Bike Hive is not obliged to give any refund for rented bikes that are returned before the end of the contractual period.
4. For each hour that the rental period is exceeded The Bike Hive is entitled to charge customers 20% of the rental price on top of the actual rental price, with a maximum charge of 5 hours for the first day. For each following day, a maximum of 150% of the rental price can be charged.

Article 4: Cancellations

1. When a customer cancels a bike rental 3 business days before the start of the bike rental, 100% of the price will be refunded in the form of a voucher.

Article 5: Payment and deposit

1. Payment for the bike rental needs to be done in advance.
2. The following terms are in place as part of the deposit.
 - a. A photocopy of a valid ID
 - b. Full registration of each rider needs to be completed online
 - c. There is no Cash Deposit required, but the full registration must be completed

Article 6: Obligations for the customer

1. Customers must treat the bicycle well and in accordance with its actual purpose.
2. Customer must return the bicycle to The Bike Hive in its original condition. Any changes or additions by or on behalf of the customer must be undone.
3. By renting a bicycle, the customer declares to be:
 - a. In good physical condition, i.e. not suffering from any medical diseases or complaints that influence their riding ability
 - b. Able to properly ride a bicycle.

4. The Bike Hive reserves the right to judge the capacities and abilities of a customer or rider before the use of a bicycle.
5. Both for bike rental and bike tours, the customer must obey all traffic laws and instructions from The Bike Hive staff.
6. The customer/rider must behave as a good renter/rider, which means he/she:
 - a. Is not permitted to sublet or sublease the bicycle.
 - b. Is not permitted to give the bicycle to a person other than the rider.
 - c. Is not permitted to take the bicycle outside of South Africa.
 - d. Is not permitted to ride on a city bike with more than 2 persons or on a tandem bike with more than 3 persons.
 - e. Must ensure that the person who is contractually indicated as the rider is legally permitted, and physically and mentally fit enough to ride a bicycle.
 - f. Is not permitted to continue using the bicycle if it's damaged, when its use can lead to aggravation of the damage or affects traffic safety.

Article 7: Additional instructions for the customer

1. At the start of the rental, the customer needs to check the bicycle and report any possible defects to The Bike Hive staff. When the defect(s) cannot be repaired instantly, the customer is permitted to have a replacement bike. As soon as the customer leaves The Bike Hive location, he accepts the condition of the bicycle.
2. In case any problems with the bicycle occur on the route, the customer needs to contact The Bike Hive support team.
3. In the event of injury to the customer and/or damage or loss of the bicycle, the customer is obligated to:
 - a. Inform The Bike Hive as soon as possible by contacting the support team for assistance
 - b. Follow instructions from The Bike Hive.
 - c. Provide all (requested) information and documents that relate to the event that caused the injury/damage.
 - d. Not leave the bicycle behind without properly securing it.
 - e. Report the event to the local police.

- f. Submit a fully completed and signed claim form to The Bike Hive as soon as possible.

Article 8: Obligations for The Bike Hive

1. For bike rental, The Bike Hive provides a bicycle with the statutory and agreed features and accessories, which is clean, well maintained, and in a technically good condition.
2. In case of damage to the bicycle before the rental, The Bike Hive will make a report of the damage in the presence of the customer.
3. The Bike Hive will inspect the bicycle for any damage immediately after it is returned.

Article 9: Customer's liability for damage

1. The customer is liable for any damage to The Bike Hive related to the bike rental or bike tour unless the damage is caused by a violation of the obligations stated in article 8.
2. The customer is liable for actions and omissions of the rider(s) and other users of the bicycle(s) comprised of the contract, even if they didn't have the customer's permission to use the bike.
3. The customer must respect all rules and regulations. The customer uses the bicycle on his responsibility. If a customer infringes any South African National Road Traffic rules or regulations, The Bike Hive can by no means held liable.
4. It is law that all cyclists are to make use of a helmet and the necessary lights both front and rear on a bicycle when riding during evening hours, however preferably at all times
5. Cyclists may not ride abreast of one another except in a brief situation where overtaking;
6. Cyclists are road users and therefore are to comply with all National Road Traffic Act requirements;
7. Cyclists are to treat stop streets and traffic lights as any other road user would
8. In the event of loss, theft, or damage of the bicycle, The Bike Hive is entitled to lodge a claim against the customer.

Article 11: Dissolution of the contract

1. The Bike Hive is entitled to terminate the contract and seize the bicycle if:
 - a. The customer does not obey one or more of his obligations unless the omission does not justify dissolution.
 - b. The customer dies, is put under guardianship, is declared bankrupt, or is in a legal debt management regime.
2. If The Bike Hive is entitled to seize the bicycle(s), the customer must offer full cooperation.
3. If the customer dies before the hire period, the contract is automatically dissolved.
4. The Bike Hive is not liable for any damage caused by the dissolution of the contract.

Article 12: Personal Information

Personal information of the customer will be processed by The Bike Hive according to the POPI act. By processing the information The Bike Hive can carry out the contract, provide customers and/or rider with the best service, and make personalized offers. The customer can request inspection or correction of his personal information and file objections. Objections by the customer regarding the processing of data for direct mailing will be honored at all times.