

# SMOOTH CRUZIN

## Terms and Conditions

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### Covid-19 Precautions

Please ensure that you are adhering to the latest government guidelines.

If you wish to book a rental eBike(s) from Smooth Cruzin please read and understand the following Terms and Conditions as they set out our respective rights and obligations.

The term "Owner" refers to the company who own and are authorised to rent the eBikes, namely Smooth Cruzin. The term "Equipment" shall include any equipment rented from or provided by Smooth Cruzin. The term "eBike" refers to the electric pedal assist bicycle rented from Smooth Cruzin. The term "Customer" or "Renter" is the renter, payer or authorised user of the eBike. This will include all members of a party or group booking associated with the Renter.

### **1) General Overview**

We provide high-quality bikes for hire. To achieve this at a reasonable cost we ask our customers to treat the equipment responsibly. Every renter will receive a MIPS helmet & high visibility vest free of charge which we recommend to be worn during the rental period.

The hire period commences on the day the eBike(s) are collected by the customer & continues until the eBike(s) and equipment is returned to Smooth Cruzin, Bridge Street, Louisburgh, Co. Mayo. F28 WV96. The renter must be 16 years of age or older to ride an ebike from Smooth Cruzin. All persons under 18 years of age must be accompanied by an adult.

We require all bookings to be made via credit card with a valid govt issued ID (driving licence/passport) to be shown on the day of collection. Where the person who made the booking is not present a security deposit will be required. A security deposit can be taken by credit card authorisation only, or by the holding of government issued ID (Driving licence/passport). When a booking is made by one person on behalf of another person or other people, the person making the booking with Smooth Cruzin must confirm that they have the authority to make such a

booking on behalf of the other person(s) and accepts all charges related to that booking including but not limited to lost/damage of the ebike rented to them.

## **2) EBIKE USAGE**

The Renter agrees that the eBike or eBikes rented will only be used by the named authorised individuals.

1. The customer will use this eBike hire service in the same way as any rational, reasonable individual would. **Reckless Riding Will Not Be Tolerated**

The renter agrees not to misuse the eBike and return it to Smooth Cruzin in the same condition as it was delivered to the renter. (Normal wear and tear expected)

2. Under no circumstances may the ebike be brought on the beach. Riding the bike on the beach can cause irreversible damage to both the bike and battery and may lead to the customer being liable for the total cost of the bike.

3. Any goods carried by the customer, either on the bikes or on themselves is at the risk of the customer themselves.

4. All eBike(s) are handed over to the customer in good working order.

5. Due to the fact the customer is liable for the eBike(s), the customer is expected to carry out a basic check of the eBike before taking it e.g check brakes, handlebars, gears, tyres, frame et

6. Any injury caused to the customer due to an accident or their mishandling of the eBike(s) is at the risk of the customer.

7. eBikes are strictly forbidden to be ridden on a beach, unpaved or unauthorised roads or those in such condition that they may represent a risk to the eBike.

8. eBike(s) should not be used by persons under the influence of alcohol, narcotics, other toxic substances or any other substances (whether legal or illegal) that directly or indirectly reduce their ability to react. Smooth Cruzin take no responsibility for customer's actions under the influence of any of the above.

9. It is forbidden to carry any passengers on Smooth Cruzin ebikes.

10. It is forbidden to transport live animals.

11. The Renter agrees to lock the eBike when it is not in use and to respect the Rules Of The Road and pedestrians right of way, when parking the eBike as well as to protect and safeguard. Smooth Cruzin have a limited number of locks that can be provided at no extra cost. At all times the renter will take all appropriate measures to prevent the theft of loss thereof of the ebike.

12. In the event of an eBike(s) not being returned/an explanation given by end of rental day, the matter will be treated as a stolen eBike, and details will be passed onto the Gardai.

13. A eBike reported stolen by the customer will remain fully responsible for that eBike until a report is produced from the Gardai stating the eBike has been reported stolen. The customer must take all precautions to ensure the eBike is not stolen e.g locking the eBike.

14. The size & weight restriction is a guide only for eBike(s), and we do not accept responsibility for a wrongly chosen eBike size. We offer bikes that cover a wide range of height and weight but in the unlikely event of a bike not fitting we offer a full refund on the day:-

15. The rental period is a maximum of 6 hours from collection time and must be returned by close of business on the same day regardless of pickup time.

You will not hold Smooth Cruzin responsible for any loss, damage or injury including death to persons or property with regard to the use of the eBike(s) and equipment hired. You accept responsibility to Indemnify Smooth Cruzin against any claim, interest, demand or expense in respect of such injury or damage. It is the customer's responsibility for their own safety. Cycling involves personal risk and you must ride responsibly.

Our eBikes may not be driven outside a radius of 30km from the location where the ebike(s) was collected. The eBike cannot be used in sporting events or off-road. The eBike must be driven exclusively by the renter or an authorised user. All users of the ebike must be pre-approved at time of rental and complete the Smooth Cruzin Ebike training program.

### **Personal Responsibility:**

It is the customers responsibility to ensure they are physically able to ride an ebike. Full training will be provided by Smooth Cruzin staff to all renters and it is the responsibility of the renter to ensure they feel comfortable and capable to ride the Ebike. It is vital that persons with medical problems make them known to us at Smooth Cruzin well before the rental period commences. Smooth Cruzin assumes no responsibility regarding the provision of medical care.

### **3) Booking Information & Conditions**

The Renter agrees to pay the Owner the cost of rental for the agreed time period. The price will include all taxes and fees.

The Owner may further charge the Renter for the services the former is required to perform due to incidents that may have occurred during the rental period and/or owed as a result of the manner in which the Renter has used the Ebike. Such services and expenses include, without limitation:

- The value of damage and/or theft to which the Ebike is subject, in whole or in part, dependant on the circumstance.
- The amount to be charged to the Renter for the damage to the Ebike or replacement if stolen shall be calculated according to the respective bike/parts price list, which is available to the Renter to view at [www.radpowerbikes.eu](http://www.radpowerbikes.eu) plus labour. In any case, the maximum liability of the Renter in this situation shall not exceed the value of the Ebike, as indicated on the [www.radpowerbikes.eu](http://www.radpowerbikes.eu) website plus labour.

### **Payment method:**

Payment by the Renter to Smooth Cruzin of the amounts indicated above shall be made by means of credit card / Debit Card only.

We require a security deposit on all equipment rented. A security deposit will be taken by holding of a government-issued ID document e.g passport/driving licence.

Your deposit document will be securely held by Smooth Cruzin. If any action is brought to enforce any of the terms of conditions of this agreement or to recover any sums due to hereunder, the customer agrees to pay all legal fees, court costs, or other expenses.

### **Refunds / Cancellations:**

All cancellations must be made in writing and sent by email to [hello@smoothcruzin.ie](mailto:hello@smoothcruzin.ie)  
Cancellation assessments will be calculated on the day Smooth Cruzin receives your notification.  
The following policy will apply:

Bookings that are cancelled more than 30 days before the rental commences are fully refundable (minus transfer costs).

Fee of 100.0% (No Refund) if booking cancelled 48 Hours before the rental commences.

Fee of 50% (50% Refund or Credit) if booking cancelled 7 day(s) before the rental commences

Fee Of 0% (Full Refund or Credit) if booking cancelled 14 day(s) before the rental commences.

Smooth Cruzin reserve the right to cancel a booking at any time, a full refund will be given to the customer under these circumstances

Smooth Cruzin will offer an alternative booking or Credit in the event of a national red or orange weather warning.

**Late return fees:**

All equipment must be returned directly to its original location at Smooth Cruzin, Bridge Street, Louisburgh, Co. Mayo F28 WV96. We allow a 30-minute late return grace period from your established return time. Delays beyond the grace period will be charged at €30 per hour or a fraction of an hour.

**4) MAINTENANCE**

All our bikes are serviced and maintained, however eBike(s) may need tuning or maintenance during the course of the rental period. Smooth Cruzin are not responsible for the following occurrences during bike rental: punctures / broken spokes / broken chains / broken derailleurs/wheel rim damage/gear tune-ups or damage beyond the control of Smooth Cruzin.

Each eBike is provided with a fully charged inspected battery pack. The range of the available charge is dependent on a series of variables including, distance travelled, the difficulty of road/path incline, passenger weight, power level usage. The battery should provide sufficient charge to assist the EBike between 35km and 60km. The Renter will be responsible to ensure that they return the Ebike to its original location.

**5) BREAKDOWN ASSISTANCE**

In the event of a breakdown, Smooth Cruzin offers roadside assistance. We will endeavour to repair or replace your bike where possible. This service is free of charge.

**6) RESPONSIBILITY FOR DAMAGE OR LOSS**

Customer agrees he/she/they will return the equipment in the same good condition as when received, ordinary wear and tear accepted, and to repair and replace lost or stolen, damaged or broken bicycles or parts or to reimburse Smooth Cruzin for said equipment. Stolen or damaged equipment will be charged for at full replacement cost as per the Rad Power Bikes website [www.radpowerbikes.eu](http://www.radpowerbikes.eu) plus labour. Therefore regardless of the party at fault, the customer understands and agrees to be responsible for the theft or damage to said equipment. The Renter shall assume liability for any and all damage or loss to personal property, accident/injury to other persons related to said rental equipment

**7) SUBLEASING PROHIBITED**

The customer understands and agrees that any subleasing or sale of rental equipment is prohibited and that any such sublease shall immediately cause termination and cancellation of this contract.

## **8) PERSONAL INSURANCES**

Smooth Cruzin does not provide a personal accident insurance policy to use the eBike(s) and the customer does so entirely at your own risk, We strongly recommend that you take out your own personal liability or travel insurance policy.

## **9) TRAINING**

It is mandatory that all renters complete the “Smooth Cruzin Intro to Ebikes” training session and sign a form of completion prior to leaving the location with an ebike. Training is between 10-15 mins in total and is free of charge.

## **10) TERMINATION OF AGREEMENT**

The customer agrees that Smooth Cruzin have the right to terminate this agreement at any time and retake possession of said equipment.

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These Conditions of Use are subject to Irish Law. Any dispute arising from the performance and consequences, therefore, shall be brought before the courts of Ireland to which the Parties expressly attribute jurisdiction, including in the event of Summary Judgements, the introduction of Third Parties or numerous Defendants.

Please read our waiver of claims, ALL customers will need to fill out and sign before the rental commences.

Questions about our Terms and Conditions should be sent to us in writing by email to [hello@smoothcruzin.ie](mailto:hello@smoothcruzin.ie)