



# Terms & Conditions

Shoreline Pursuits

1. ASSUMPTION OF RISK
2. E-BIKE USAGE
3. DEPOSIT AND PAYMENTS
4. MAINTENENCE
5. RECOVERY AND ROAD ASSISTANCE
6. RESPONSIBILITY FOR DAMAGE OR LOSS
7. SUBLEASING PROHIBITED
8. PERSONAL INSURANCES
9. TERMINATION OF AGREEMENT

If you wish to book a rental eBike(s) from Shoreline Pursuits, 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 Shoreline Pursuits. The term "Equipment" shall include any equipment rented from or provided by Shoreline Pursuits. The term "eBike" refers to the electric pedal assist bicycle rented from Shoreline Pursuits. 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.

We provide high-quality bikes for hire. To achieve this at a reasonable cost we ask our customers to treat the equipment responsibly. Price includes helmet & high visibility vest which we recommend be worn during the rental period. A lock will also be supplied.

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 the designated drop off area. The renter must be over 16 years of age to order or rent equipment.

## **1. ASSUMPTION OF RISK**

Renter acknowledges that the activities for which the electric bicycle is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the electric bicycle.

## 2. E-BIKE USAGE

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

1. If at any time Shoreline Pursuits determines that the Renter has engaged in an unsafe or hazardous use of the electric bicycle, Shoreline Pursuits may immediately terminate the rental. Upon termination the electric bicycle must be returned to Shoreline Pursuits's base. If the rental is terminated for unsafe or hazardous use the renter will not be refunded the security deposit. Shoreline Pursuits shall determine, in its sole discretion, whether any behaviour or activity is "unsafe or hazardous"
2. The renter agrees not to misuse the ebike and return it to Shoreline Pursuits in the same condition as it was delivered to you  
(Normal wear and tear expected)
  1. Under no circumstances may the ebike be brought onto any beach, if the Owner believes it has been, the customer may be liable for a fine
  2. Any goods carried by the customer, either on the bikes or on themselves is at the risk of the customer themselves.
  3. All eBike(s) are handed over to the customer in good working order.
  4. 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 etc
  5. Any injury caused to the customer due to an accident or their mishandling of the eBike(s) is at the risk of the customer. Any damage caused to the clothing or accessories of the customer whilst not the eBike is also at the risk of the customer
  6. eBikes are 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.
  7. 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. Shoreline Pursuits take no responsibility for customers actions under the influence of any of the above.
  8. It is forbidden to carry passengers in a number exceeding that authorised or for transporting children without authorisation from Shoreline Pursuits.
  9. For transporting live animals (except pets, provided that authorised in advance by the Owner)
  10. 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, at all times, the keys of the eBike by adopting appropriate measures to prevent the theft or loss thereof.
  11. In the event of a eBike(s) not being returned/an explanation given, after 24 hours, the matter will be treated as a stolen eBike, and details will be passed onto the Gardai.
  12. 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. Working locks are given with each eBike rental at no extra cost.
  13. The size & weight restriction is a guide only for ebike(s), and we do not accept responsibility for a wrongly chosen eBike size. However, we will do our very best to rectify the problem and supply the customer with a correctly sized eBike.

You will not hold Shoreline Pursuits 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 Shoreline Pursuits 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.

exclusively by the renter or an authorised additional driver.

We strongly recommend the use of approved helmets whenever mounted on an ebike(s). Helmets & high visibility vests are provided at no extra cost. The ebike provided for use are in good working order and

operating condition and participants agree to use them at their own risk or call deficiencies to the attention of a company representative. Instruction in the use of eBike(s) will be provided and participants affirm that they are familiar with the use of a multi-speed bicycle.

Renters of the eBikes cannot be under 16 years of age.

### **Health & Fitness Requirements:**

Customers should be healthy & active. It is vital that persons with medical problems make them known to us at Shoreline Pursuits well before the rental period commences. Shoreline Pursuits assumes no responsibility regarding the provision of medical care.

## **2) 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 Vehicle.

The value of those services or expenses is listed in the costs schedule, which is available upon collection of the Vehicle. Such services and expenses include, without limitation:

- The value of damage and/or theft to which the Vehicle is subject, in whole or in part, dependant on the particular circumstance.
- The amount to be charged to the Renter for the damage to the Vehicle 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 Vehicle, as indicated on the [www.radpowerbikes.eu](http://www.radpowerbikes.eu) website plus labour.
- The amount corresponding to any pecuniary charges in the event of any violation of applicable law, in particular the Rules Of The Road, committed by the Renter, as well as expenses resulting from any delays in payments and also such legal and extrajudicial expenses as are incurred by the Owner as a result of that mentioned above.
- The costs of obtaining duplicates and/or replacing a set of keys for the Vehicle in the event of loss

Payment method:

Payment by the Renter to the Owner of the amounts indicated above shall be made by means of:

- a) A credit card / Debit Card
- b) Cash;

Your deposit document will be securely held by Shoreline Pursuits. Any deposit given by the customer shall be applied to and guarantee the faithful performance of all the provisions of this agreement and all replacement eBikes if stolen or repairs necessary to said equipment. 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 have to be made in writing and sent by email to [hello@shoreline-pursuits.ie](mailto:hello@shoreline-pursuits.ie). Cancellation assessments will be calculated on the day Shoreline Pursuits 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).

Full fees will be charged if the booking is cancelled less than 24 Hours before the rental commences or in cases of no show.

Free cancellation if the booking is cancelled 24 Hours before the rental commences.

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

Shoreline Pursuits will offer an alternative booking or Credit in the event of a national red weather warning.

Late return fees:

All equipment must be returned directly to its original location, designated drop off point or wherever agreed. We allow a 30-minute late return grace period from your established return time. Delays beyond the grace period will be charged at €20 per hour.

### **3) MAINTENANCE**

All our bikes are serviced and maintained, however eBike(s) may need tuning or maintenance during the course of the rental period. Shoreline Pursuits 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 Shoreline Pursuits.

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 Vehicle to its original location.

### **4) RECOVERY AND ROAD ASSISTANCE**

Fully Charged eBikes will provide roadside recovery in the event of a breakdown, technical or mechanical failure or incident whereby the Renter is unable to utilise the eBike and return it to its original location.

### **5) RESPONSIBILITY FOR DAMAGE OR LOSS**

Customer agrees he/she 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 Bike & Hike Adventures 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

### **6) 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.

### **7) PERSONAL INSURANCES**

Shoreline Pursuits 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.

## 8) TERMINATION OF AGREEMENT

The customer agrees that Bike & Hike Adventures have the right to terminate this agreement at any time and retake possession of said equipment.

---

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@shoreline-pursuits.ie](mailto:hello@shoreline-pursuits.ie)