

HIRE AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

between Wattbike Ltd, Vermont House, Nott'm South & Wilford Ind. Est., Ruddington Lane, Nottingham NG11 7HQ ('the Owner') and the Hirer(s) named below and at the address shown below.

YOUR PERSONAL DETAILS - Please use BLOCK CAPITALS

Title Surname

Forename(s)

Address

Postcode - essential

Day Tel - inc. STD code

Mobile:

Email:

YOUR ACCOUNT

Hire with option to buy	Qty	Initial Payment (£)
Wattbike Hire with option to buy (£75 per month)	<input type="text"/>	<input type="text"/>
Set up fee* (£100)	<input type="text"/>	<input type="text"/>
Fully-refundable deposit (£100)	<input type="text"/>	<input type="text"/>
Total Price of Goods		<input type="text"/>

Note: The 'Total Price of Goods' must be paid before despatch of any goods
 Subsequent monthly payments to be made by direct debit only - Direct Debit Slip.
 *Fully refundable if hire Wattbike is purchased. Non-refundable on return of a Wattbike on either scheme.

IMPORTANT - READ THE FOLLOWING CAREFULLY

YOUR RIGHTS

The Consumer Credit Act 1974 covers this Agreement and lays down certain requirements for your protection which must be satisfied when the Agreement is made. If they are not, The Owner cannot enforce the Agreement against you without a court order.

If you would like to know more about the protection and remedies provided under the Act, you should contact either your local Trading Standards Department or your nearest Citizens Advice Bureau.

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking a WRITTEN notice of cancellation to:

Wattbike Ltd, Vermont House, Nott'm South & Wilford Ind. Est., Ruddington Lane, Nottingham NG11 7HQ

If you cancel this agreement, any money you have paid must be returned to you. You will not have to make any further payment.

THE HIRE PERIOD

MINIMUM HIRE PERIOD : 1 MONTH

MONTHLY FEE PER WATTBIKE: (see above)

PREFERRED COMMENCEMENT DATE (DD/MM/YY): / /

PAYMENT METHOD: Direct Debit (please complete Direct Debit Instruction below)

CUSTOMER'S DECLARATION

I (The "Hirer") hereby apply to hire the products stated above from Wattbike Ltd on the basis of the information contained in this application form which I declare to be true and correct and I have read and understand the terms and conditions of hire set out on the back of this form and I agree to be bound by those terms and conditions.

IDENTIFICATION

I have enclosed copies of the following for identification purposes:

Valid/current Driver's Licence or Valid/current Passport and
 Current Utility Bill

INITIAL PAYMENT METHODS - monthly payments by Direct Debit only

Cheque - Please make cheques payable to 'Wattbike Ltd'

Credit/Debit Card - On receipt of this form we will contact you to take card details over the phone

DELIVERY

We will contact you on receipt of this form to arrange the delivery.

This is a hire agreement regulated by the Consumer Act 1974. Sign only if you want to be legally bound by its terms.

Signature of Hirer(s) Date of signature / /

Under this agreement the goods do not become your property and you must not sell them.

Signed on behalf of Wattbike Ltd Date of signature (Date of Agreement) / /

Wattbike Ltd, Vermont House, Nott'm South & Wilford Ind. Est., Ruddington Lane, Nottingham NG11 7HQ Tel: 0115 945 5522 Fax: 0115 945 5533

INSTRUCTIONS TO YOUR BANK OR BUILDING SOCIETY TO PAY DIRECT DEBITS

Please complete the whole form using a ball point pen and send it to Wattbike Ltd, Vermont House, Nott'm South & Wilford Ind. Est., Ruddington Lane, Nottingham NG11 7HQ



1. Name and full postal address of your Bank or Building Society

To: The Manager

Bank or Building Society

Address:

Postcode:

2. Name(s) of accounts holder(s)

3. Bank/Building Society account number

4. Bank sort code

(from the top right hand corner of your cheque)

- -

5. Originator's Identification Number

8 6 6 3 1 1

6. Reference Number

7. Instruction to your Bank or Building Society

Please pay Wattbike Ltd Direct Debits from the account details in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Wattbike Ltd and if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Bank and Building Societies may not accept Direct Debit Instructions for some types of account

WATTBIKE TERMS AND CONDITIONS OF HIRE

1. Definitions

- (a) The Hirer(s) are the person(s) whose personal details are shown on the schedule overleaf.
- (b) The Owner is Wattbike Ltd.
- (c) The Equipment is(are) the product(s) that The Hirer wishes to hire.

2. Identification

The Hirer shall provide The Owner with photocopies of a minimum of two types of identification; that being a valid Driver's Licence or a valid Passport and a current utility bill.

Only on acceptance by The Owner of this identification will the Hire Agreement commence.

3. Hire Charge

The Hirer shall

- (a) Pay the deposit and set-up fee and the first month's hire charge due upon signing this form (the deposit and set-up fee are refundable if the Wattbike is purchased) and
- (b) Complete the Direct Debit Instruction (DDI) for subsequent monthly payments (Direct Debits are covered by the Direct Debit Guarantee, details of which appear on the back of the DDI).

4. Hire Period

The Hirer agrees

- (a) That the hire period commences from the time The Equipment leaves The Owner's premises.
- (b) That the Hirer is obligated to pay Hire Fees to The Owner until the equipment is actually returned to The Owner's premises.
- (c) To hire The Equipment for the Minimum period. (Which shall be 1 month unless otherwise agreed in writing)
- (d) To pay the monthly fees as they fall due for the whole of the minimum period.
- (e) That The Hirer will pay monthly fees in accordance with clause 4 (d) above even if The Hirer wishes to terminate this agreement prior to the end of the minimum period.
- (f) That hire will continue after the end of the minimum period unless terminated in accordance with clause 5.

5. Termination of Hire

- (a) The Hirer may terminate the hire of The Equipment at any time after the expiry of the Minimum period upon giving two weeks notice in writing to The Owner of The Hirer's intention to do so.
- (b) The Owner may terminate the period of hire if The Hirer fails to make payment of any fee on the due date.
- (c) Where The Owner terminates the hire period pursuant to clause 4(b) The Owner shall have the right to seek recovery of all fees owing to it in terms of this agreement.
- (d) The Hirer authorises The Owner or an appointed Agent access to The Hirer's property to recover The Equipment (referred to in this agreement) at any time if these terms and conditions are breached.

6. Title to Equipment

Title in The Equipment referred to in this agreement shall remain with The Owner at all times.

7. Care of Equipment

- (a) The Hirer shall take proper care of The Equipment.
- (b) The Hirer will pay for any Equipment lost or damaged beyond repair at the regular replacement cost.
- (c) All damaged Equipment which may be repaired will be repaired by The Owner and the cost for such repairs will be paid by The Hirer.
- (d) Breakdown of The Equipment resulting from misuse shall not shorten The Period of Hire.

8. Guarantee

The Equipment referred to in this agreement and the services carried out by The Owner are supplied with the following express guarantee:

- (a) The Owner takes all precautions to ensure the quality of materials and workmanship in respect of all Equipment and services against faulty material and/or workmanship in respect of all Equipment and services: for a period of twelve months from the date of delivery.
- (b) The Owner will in no circumstances accept responsibility for any defects whatsoever arising from misuse of any Equipment or arising out of situations outside the control of The Owner.
- (c) This Guarantee shall not apply to defects in any Equipment which has been altered by The Hirer or third parties and any claims hereunder must be made within 30 days of the discovery of the defect.

9. Restriction on The Owner's Liability

- (a) Subject as aforesaid, all express or implied warranties, conditions, representations, undertakings or liabilities, whether imposed by statute, common law, custom or otherwise regarding damage or loss are hereby expressly excluded insofar that such matters are within the bounds of reasonableness and in the light of these terms and conditions: in particular, without impairing the generality of the foregoing, no statement or description contained in any catalogue or advertisement issued by The Owner or any communication from The Owner or made verbally or in writing by any of The Owner's agents, representatives, officers or employees shall give or imply or be construed as giving or implying any such warranty condition, representation, undertaking or liability as aforesaid nor shall such statement or description enlarge, vary or override or be construed to enlarge, vary or override in any way any of the conditions herein contained.
- (b) The Owner accepts no responsibility for damage, direct, consequential, contingent or resulting loss, loss of profits, costs, charges, expenses or other liability, whether of The Hirer or of any other party, howsoever arising but within the bounds of reasonableness, The Owner's responsibility being strictly limited to rectification or replacement as set out above and those matters referred to in these terms and conditions. Such rectification or replacement will be made as quickly as possible but The Owner requires a reasonable time to effect this. A claim in respect of any defect or failure to comply with the specification or order or in respect of any delivery or installment of an order or any part thereof shall not entitle The Hirer to cancel or refuse delivery of any payment for any other order delivery or installment or any part of the same order delivery or installment.

10. Administration/overdue fees

- (a) The Owner will not be held responsible for any fees charged to the Hirer by their bank where funds in the nominated account were not sufficient to cover amounts due.
- (b) The bond paid by the Hirer will be used if necessary to clear any outstanding fees at the end of the hire period.

11. Legal Construction

The contract shall in all respects be construed and operate as an English contract and shall be governed by English Law.

THE DIRECT DEBIT GUARANTEE

A copy of this guarantee should be retained by the Payer



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Wattbike Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Wattbike Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.