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**EBIKE CAPE TOWN STANDARD RENTAL TERMS AND CONDITIONS**

**1. INTERPRETATION**

1.1 In This Agreement, unless inconsistent with or otherwise indicated by the content when written in capital letters and used in this Agreement

– 1.1.1 “Accessories” means any accessories or spares provided to the Client/representative together with Bike which shall include 1 (one) spare tube, a seat bag, back and front lights and a charger; kit and any other accessories requested by the Client/representative:

1.1.2 **“the/this Agreement”** means the agreement as set out herein, together with the Reservation Form completed by the Client/representative:

1.1.3 **“Bike”** means the bicycle defined in the Reservation Form:

1.1.4 **“the Client/representative”** means the adult individual defined in the Reservation Form as the person that shall hire the bike in terms of this Agreement:

1.1.5 **“EBC”** means Ebike Cape Town (Pty) Ltd, registration number ***2018/379221/07***, a private company with limited liability duly incorporated in terms of the laws of the Republic of South Africa:

1.1.6 **“Rental”** means the daily rental payable by the Client/representative in respect of the hiring of the Bike:

1.1.7 “Reservation” means the reservation made by the Client/representative, upon completion and submission of a Reservation Form and payment of the Rental;

1.1.8 ‘the Reservation Form” means the reservation form submitted by the Client/representative upon reserving the hire of the Bike in terms of this

Agreement:

1.2 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting of preparation of this Agreement,

shall not apply.

1.3 This Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa

1.4 The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement as expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding the relevant clause, may not expressly provide for such continuation.

1.5 Each and every provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of the agreement. If any of the provisions of this Agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the provisions of this Agreement shall be and remain of full force and effect.

**2. HIRE AND PAYMENT**

2.1 The Client/representative shall make Reservation by completing and submitting the Reservation form, electronically and making payment and/or deposit it in terms of clause

2.4. 2.2 This Agreement shall be concluded between the Parties upon the signing of these standard terms and conditions, And payment of the Rental and deposit.

2.3 The Client/representative shall hire the Bike subject to the terms and conditions set out in the agreement.

2.4 The Client/representative shall pay the Rental specified by Ebike Cape Town on the delivery of the Bike to the Client/representative.

2.5 In the event that the Reservation is cancelled by the Client/representative, for any reason whatsoever, except as a result of hospitalisation or death of the Client/representative, Ebike Cape Town shall be entitled to retain the Rental in lieu of a cancellation fee.

**3. DELIVERY AND RETURN** 3.1 Ebike Cape Town shall deliver the Bike & Accessories to the Client/representative on the date and at the time and address as agreed, and provided, further that the Client/representative shall not be entitled to take possession of the Bike If the Client/representative has not provided Ebike Cape Town with the following details –

 3.1.1 the Client/representative/representatives Identity number or passport number;

3.1.2 The Client/representatives credit card details, and

3.1.3 The Client/representatives Business address.

3.2 The Client/representative shall, on the date of delivery of the Bike and Accessories, inspect the Bike and Accessories and, unless the Client/representative advised Ebike Cape Town of any defaults, the Bike shall be deemed to be in good working order and condition. Ebike Cape Town shall be entitled to charge costs to the Client/representative/ for any damages or loss of the Bike and the Accessories.

3.3 Ebike Cape Town shall collect or receive the Bike and Accessories at the address, at the time and date agreed between the Client/representative and Ebike Cape Town. The Client/representative shall ensure that the Bike and Accessories are available as aforesaid. In the event that the Bike and Accessories are not made available as aforesaid, the Client/representative/representative shall be responsible to return the Bike and Accessories to Ebike Cape Town and shall be charged the Rental in respect of each day, for which the Client/representative was late in returning the Bike to Ebike Cape Town.

3.4 Ebike Cape Town shall, upon return of the Bike and Accessories, inspect the Bike and Accessories. In the event that the Bike and/or the Accessories is/are not in the same condition in which it was delivered to the Client/representative, Fair wear and tear expected, Ebike Cape Town shall be entitled to charge the cost of repairing such damage, as determined by Ebike Cape Town, fair wear and tear expected, provided that Ebike Cape Town has provided the Client/representative with the quote in respect of the costs of repairs

**4. RESPONSIBILITIES AND WARRANTIES OF CLIENT**

**4.1 The Client/representative shall –**

4.1.1 maintain the Bike in perfect order and condition and return the Bike to Ebike Cape Town in the same condition which it was in upon delivery to the Client/representative, fair wear and tear expected.

4.1.2 At all times ensure that the Bike is operated properly and safely and in accordance with all laws, regulations and by-laws applicable to use of the Bike on a public road:

4.1.3 not ride or cause the Bike to be ridden on the beach, it is recorded that in the event that Ebike Cape Town discovers that the Client/representative has breached the clause a minimum amount of R2000 (Two Thousand Rand) shall be payable to Ebike Cape Town in respect of damages, provided that this shall not in any way Ebike Cape Town rights in terms of this agreement.

4.1.3 The Client/representative shall at all times keep the Bike in his/her possession and under his/her direct control and shall take reasonable care in the use of the Bike: and

4.1.4 Take all necessary steps to protect the Bike against theft, loss, or any damage

whatsoever.

4.1.4 The client/representative is no allowed to use the bike for race events and downhill tracks. Ebike Cape Town fleets are cross country Ebike and can be used only on normal off road/ gravel road / and road surfaces.

**5. CLIENTS LIABILITY**

5.1 The Bike and Accessories shall, from the date of delivery to the date of return of the Bike and Accessories, be solely responsible for the Bike and Accessories.

5.2 The Client/representative shall be liable for any theft, loss or damages to the Bike and the Accessories and any other expenses incurred in recovering the Bike and the Accessories.

**6. EXCLUSION OF LIABILITY**

6.1 It is recorded that the risk and dangers posed by the Client/representative’s use of the Bike are beyond the control of Ebike Cape Town. It is further recorded that, while using the Bike, the Client/representative may suffer loss or damage as a result of the actions of third parties. The Parties accordingly agree that it is fair and responsible to exclude the liability of Ebike Cape Town for any loss, injury or damage suffered by the Client/representative as a result of the Client/representative’s use of the Bike.

6.2 The Client/representative understands and assumes all risks and liability relating to the conclusion of this Agreement and the use of the Bike by the Client/representative.

**7. INDEMNITY**

7.1 The Client/representative hereby by indemnifies Ebike Cape Town against and holds it harmless from any claims, Liability, damage, loss, penalty, expense and cost of any nature whatsoever which Ebike Cape Town may sustain as a result of or attributable to the loss or theft of or damage to the Bike whatsoever arising.

7.2 The Client/representative hereby indemnifies Ebike Cape Town against and holds it harmless from any claims, liability, damage, loss, penalty, expense and cost of any nature whatsoever which Ebike Cape Town may sustain as a result of or attributed to the failure of the Client/representative to fulfil its obligations in terms of this Agreement.

**8. BREACH**

In the event of any of the Parties **(“The Defaulting Party”)** committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 7 (seven) days after receipt of a written Notice from another Party **(“the Aggrieved Party”)** calling upon the Defaulting Party so to remedy, then the Aggrieved Party shall be entitled, as it’s sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and without further Notice, claim and recover damages from the defaulting party.

**9. NOTICES AND DOMICILIA**

The Client/representative chooses as its *domicillia citandi et executandi* the address, including e-mail address, set out in the Reservation Form completed by or on behalf of him/her upon making the Reservation for all-purpose arising out of or in connection with this Agreement at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validity be served upon or delivered to the Parties.

**10. GENERAL**

10.1 The Parties undertake at all times to do all such things, perform all such actions and take all such steps as may be reasonably necessary for the fulfilment and implementation of this Agreement in accordance with its spirit and intent.

10.2 Each of the provisions of this Agreement is separate and severable and enforceable accordingly. If any such term or condition is or becomes unenforceable for any reason whatsoever, the term or condition is severable from and shall not affect the validity of any other term or condition contained in this Agreement.

10.3 No alteration, cancellation, a variation of, or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives.

10.4 This Agreement cancels and supersedes the terms and conditions of all prior negotiations and agreements between the Parties.

10.5 This document contains the entire Agreement between the Parties and no Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

IN SHORT:

• YOU ARE RESPONSIBLE FOR THE BIKE IN EVERYWAY WHILE IT IS IN YOUR POSSESSION.

CLIENT:

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|  |

CLIENT REPRESENTATIVE:

NAME & SURNAME:

CONTACT:

ID / PASSPORT

EMERGENCY CONTACT:

LOCAL ADDRESS

SIGNED: DATE:

Payment on presentation of Invoice made to

Ebike Cape Town

FNB

Account number: 62780663061

Branch code: 204709