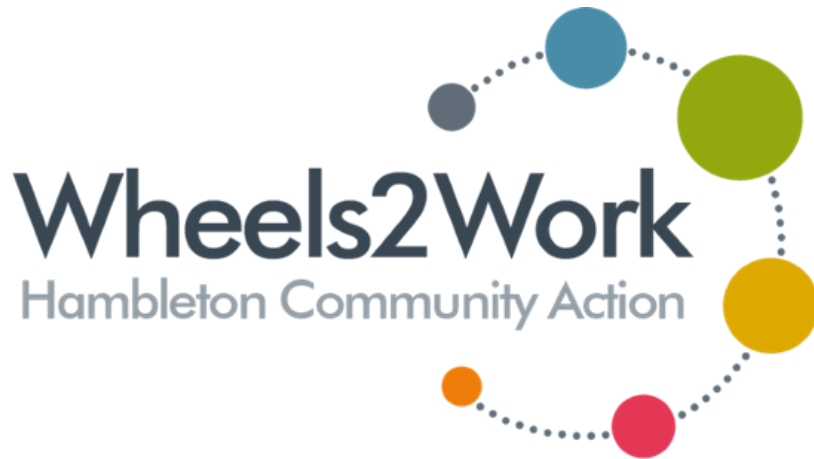




Moped Rental Contract T&C's

Hambleton Community Action

Registered Charity No. 1164895

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The following conditions form the agreement between Hambleton Community Action (HCA), the Lender and the named Client on the Moped Rental Contract, whereby the moped is rented for a period at the sole discretion of HCA.

Terms

1. At all times the moped remains the property of the Lender, and the Lender reserves the right to withdraw the moped at any time.
2. Scheme membership has a maximum use-time of 12 months, and a minimum use-time of 1 month.
3. The moped must be used only by the Client and no other person whatsoever. Such use being for social, domestic, pleasure and to and from work or study only. The moped is not to be used as a delivery vehicle.
4. All Clients must have a current CBT certificate and will be responsible for the acquisition of both the CBT, and their own UK provisional driving licence. Furthermore, the licence must include the relevant 'A' level category, given the Clients' particulars, and state their current residential address.
5. All Clients must have, at all times, an active/working mobile phone, that is capable of receiving and sending messages and calls and an active email account. It is the responsibility of the Client to ensure that they provide any contact detail changes to the Lender.
(**Required Apps: WhatsApp & What3Words**)
6. If the moped is being used for job searching, then evidence of activities may be required to demonstrate you are seeking employment.
7. The moped is taxed and insured by the Lender and will be serviced as per the individual vehicle requirements by a dealer approved by the Lender. Under no circumstances will the Client have any work carried out on the moped by any other dealer or person.
8. It is the responsibility of the Client to schedule and arrange the servicing of the moped, including delivery of the moped to the selected service centre. Failure to book the moped in for services will result in the Client being removed from the W2W scheme.
9. The Lender will assist the Client to the best of their ability although this may not be immediately. Some things are beyond the control of the Lender, such as the timescale for repairs. Disrespect, verbal, or physical abuse will not be tolerated. The Lender reserves the right to withdraw the service if this occurs.
10. The Client must inform the Lender in the event of any changes in circumstances which may affect the Client's eligibility for continuation on the scheme. E.g. change of address, mobile or phone number, change of employer or criminal conviction.
11. The Client must maintain monthly contact with the Lender, providing monthly mileage/km moped readings and pictures of the loaned moped tyre treads. Furthermore, the Client should include pictures of any new damage sustained to the moped since the last update was supplied.
12. To ensure the moped is being kept in a road worthy condition and checks are being carried out, the Lender will

complete a visual inspection of the moped at regular intervals. Failure to allow the Lender to carry out a visual inspection will result in the moped being confiscated.

13. Further to the above, the Client agrees that the Lender is allowed to undertake unnotified spot checks on the moped, regardless of location or time. Failure to allow the lender to carry out a visual inspection will result in the moped being confiscated.

14. The Client will notify the Lender regarding any incident of moped damage. The Client accepts that the Lender will apply a 3-strike rule with regards to moped damage. The Lender will maintain a record of moped incident damage and determine if the Client is at fault. If deemed at fault the Lender may issue a strike to the Client, in severe damage circumstances multiple strikes may be issued for a single incident. If the Client amounts 3 strikes the moped can be confiscated.

15. The Client, or any other person, will not ride or transport the moped out of the North Yorkshire County Boundaries without prior written permission from the Lender.

16. The Insurance Policy only covers the Client on a moped belonging to the Lender scheme and no other vehicle whatsoever.

17. HCA actively assists the Police in any Request for Information (RFI), regarding our scheme, our mopeds and our Client's, both current or historic.

Safety

18. The Client will wear safety equipment (the helmet, protective jacket, reflective jacket and gloves) when riding the moped and must wear sensible clothing which covers both arms and legs. Sturdy footwear is advised.

19. The Client will comply with the Highway Code and all obligations imposed by the law or bylaws, including no passengers are to be carried at any time when on a provisional licence.

20. The Client will not ride under the influence of alcohol or drugs which may affect the rider's ability to ride safely.

21. At no point does the Lender accept any responsibility or liability for any injury sustained to, or death of, the person named as the rider in this contract as a result of participating in this scheme. Furthermore, the Client uses the moped at their own risk, and the Lender will not provide individual personal accident cover, but the Client may enter into an individual agreement with their own insurance company.

22. The moped must not be used to ride off-road at any time.

Payments & Fines

23. The Client will pay the Lender the reoccurring rental charge either monthly by standing order (£173.35 pcm), or weekly via an automated card payment process by the Lender (£40.00). All rental charges must be paid in advance, failure to do so is classed as account arrears.

Standing Order payment details:	Account Name:	Hambleton Community Action
	Account Number:	35486247
	Sort Code:	05-06-31
	Reference:	W2W (your name)

Note: *If paying via automated card payment it is the Clients responsibility to ensure the Lender has the correct bank details to enable payments to be taken. Failure could result in transaction charges being applied to your account, at a cost of £5 per failed transaction.*

24. In the event of payment not being received on time, you will be given 14 days to make payment. If you are unable to do so, and unable to provide a good reason for the delay/plan to catch up, the moped may be recovered **WITHOUT NOTICE**.

25. A £150 bond will be paid before the moped is issued. This is an incentive to look after the moped as the money will be returned at the end of the scheme, so long as:

- The moped has no substantial damage, caused by or during the Clients stewardship/usage.
- Payments are up to date, with there being no account arrears.
- The scheme membership is mutually ended. E.g. not due to a breach of T&C's

Notes: *Any cost for repair to the moped will be added to the Clients account and deducted from the bond prior to any bond being repaid. If the scheme membership is withdrawn without notice, then the bond will be forfeited. Any damage to an issued moped will be deemed as at the fault of the Client until otherwise determined.*

26. The Client accepts all responsibility and liability for any fixed penalty notices incurred in connection with their use of the moped.

27. If the Client loses the ignition key, then a replacement can be cut at a cost of £22 per key for physical keys and £116 for digital fobs payable by the Client.

28. Similarly, if the Client locks themselves out of a moped, a fee is payable by the Client to cover costs for the Co-Ordinator to remedy the situation. The fee will be calculated as a standing charge of £25 plus a 45ppm cost to cover travel costs incurred for the callout. The distance calculated from the HCA office to the moped location and return.

E.g. A 5-mile distance from the office is a 10-mile return journey which would be a cost of £4.50, plus the standing charge of £25 resulting in a total charge of £29.50.

29. Failure to pay any outstanding charges, including rent and repair costs, will result in referral to a Debt Collection Agency, and additional fees may be applicable.

Security & Operation

30. When not in use the moped must be locked, using the locks provided. Where the Client has the use of a garage or shed, the moped should be locked within the garage overnight. In the event of not securing or parking the moped properly to deter theft, a penalty charge of £50 will be liable to the Client, for each individual offence. The rider must return all locks and keys supplied along with the moped at the end of the rental period. Non return of the lock will result in a £35 charge to the Clients accounts.

31. The moped may be fitted with a tracker, which must not be removed. The tracker will only be accessed to:

- Check the battery life of the unit.
- Check position in the event of theft or breach, suspected breach, of T&C's.
- To assist the Police with their enquiries.

32. The Client will be liable for all negligent damage/excessive wear and tear costs during the rental period and, if the damage is such that the moped is rendered beyond economical repair, the Client will be liable for the moped replacement costs.

33. The Client will be responsible for the day-to-day maintenance, inspection, and safe operation of the moped and associated costs as follows:

The Client acknowledges that the Lender is not in possession of the moped during the rental period and therefore cannot monitor its day-to-day condition. The Client is responsible for carrying out regular roadworthiness and safety checks before use and during the rental period.

The Client must not ride the moped if they know, suspect, or ought reasonably to suspect that it has developed a fault, defect, or condition that may affect its safety, roadworthiness, legality, or reliability. Any such defect must be reported to the Lender immediately and the moped must not be used again until the Lender has authorised its return to service.

The Client is responsible for conducting routine checks, including but not limited to:

- Brakes, including braking performance and signs of excessive wear.
- Tyres, including tread depth, condition, and pressures.
- Lights, indicators, horn, brake lights and if available, engine warning lights.
- Steering, mirrors, and visible damage.
- Oil level and other fluid levels where applicable.
- Security of number plates, L-plates, and other legally required equipment.

The Client will immediately notify the Lender of any accident, damage, unusual noise, warning light, deterioration in performance, or any fault which may affect the safe operation of the moped.

The Client will be responsible for the day-to-day maintenance/repair costs of the moped as follows:

- Petrol – the mopeds run better on E5,

- Oil – needs checking weekly and topping up as required (10W-30),
- Punctures – all associated tyre replacements charges (*repairs are not acceptable*),
- Key Fobs – replacement key fob batteries (CR2032 Lithium Cell Battery),
- Washing - suggested weekly in summer and daily in winter to rinse off salt,
- Check all lights, horn, mirrors are in working order and you have visible 'L' plates (*replace if needed*),

(Mirrors legal requirement – there is no legal requirement for mirrors on motorcycles, as long as there's no fitting on the motorbike for them. Ours do!)

- Regularly check tyre pressures and tread depth to ensure legal compliance.

(Legal limit for motorcycles over 50cc is 1mm across 3/4 of the width of the tread pattern and with visible tread on the remaining 1/4. For motorcycles up to 50cc the law requires that all the grooves of the original tread pattern must be clearly visible.)

34. There is a limit to the month mileage incurred by the Client:

- 1000m (1609km) per month for a 125cc or electric 125 equivalent moped
- 500m (800km) per month for a 50cc or electric 50 equivalent moped

Note: *Excess mileage above and beyond those stated limits will incur a surcharge, calculated retrospectively and charged to the Clients account, based on a 45ppm rate.*

35. If, during the period of use, the Client is involved in or becomes aware of any accident involving the moped, whether acknowledged or denied, they must report it immediately to the Lender. This may result in an insurance claim and the Client will be responsible for the £500 Insurance Excess of any claim made, which is the Client's fault. The Client will provide full assistance to the Lender in respect of any insurance claim or alleged claim arising from the use of the moped.

36. Not every accident or incident of moped damage will result in an insurance claim. Any damage sustained to the moped will be assessed at the time of the accident, with the associated repair cost being payable by the Client. The maximum payable by a Client, per incident, is £500, in line with our Insurance Excess amount.

Note: *The Client is expected to pay all repair costs before being issued with a replacement moped.*

37. In the event of the Client being convicted of any motoring offence involving use of the moped or any other vehicle, they will report it to the Lender immediately. We may share your details with the Police to assist in their investigations.

38. The Client or anyone else must not attempt to de-restrict or modify the moped in any way.

39. The Client must inform the Lender of any change in their health which would be required to be reported to the DVLA in relation to holding a driving licence. This includes any physical or mental infirmity, diabetes, fits or heart complaint. The Client must also inform the Lender about any prescribed medication which may affect their ability to operate a motor vehicle.

40. The Client will not ride the moped along the A1 Dual Carriageway or A1(M) Motorway, or any other road where restrictions to this type of vehicle or licence holder apply.

41. At any point in time, without notice and for whatever reason, the Lender holds the right to issue a Surrender Notice to the Client. The Surrender Notice requires the Client to make the moped available for collection by the Lender at the Clients registered address, at the date and time stated in the surrender notice. Failure to comply with this notice will be deemed as an act of theft of the moped and the police will be notified as such.

Note: Surrender Notice is regarded as a **WITHOUT NOTICE** rental facility withdrawal.

42. The moped is covered by a recovery service via RAC. The cover includes Local Recovery, Accident Assistance and Roadside Recovery. This includes punctures and should be your first contact if needed.

- Contact Number: **0333 202 3000**

Usage: To use simply call the contact number, give your moped registration and if recovery is required do ensure that the moped is recovered to your registered address and that HCA is notified on the day of recovery.

Note: If the moped is not recovered to your registered address, then a fee is payable by the Client to cover costs for the Co-Ordinator to remedy the situation. The fee will be calculated as a standing charge of £25 plus a 45ppm cost to cover travel costs incurred to recover the moped. The distance calculated from your registered address to the moped location and return.

Electric Mopeds

43. The Client is responsible for regular charging and maintaining a suitable state of charge. Repeatedly running the battery to 0% is misuse. Only the official charger supplied by the Lender may be used. Charging must take place indoors, in a dry, safe environment, using a standard domestic socket. Extension leads, multi-socket adapters, and trailing cables must not be used due to fire risk. The charger must be stored safely, away from heat, moisture, and flammable materials. Charging must not be left unattended for extended periods. The charger must be disconnected once charging is complete. The Client must not open, modify, or tamper with the battery or charger.

44. The Client is liable for damage caused by misuse, incorrect charging, neglect, or physical damage. The charger and removable battery must be returned at the end of the scheme. Replacement costs apply if not returned.

45. The Client acknowledges that range varies with weather, temperature, terrain, and riding style. Running out of charge is not a breakdown. RAC recovery due to depleted battery may incur charges.

46. The moped and battery must be stored in a secure, dry location. Batteries must not be stored in extreme temperatures or left at 0%.

47. The Client acknowledges that charging and handling lithium-ion batteries carries inherent risks including overheating, fire, electrical faults, and property damage. The Client uses the supplied charger, charging equipment, and battery entirely at their own risk.

48. Hambleton Community Action accepts no responsibility or liability whatsoever for: fire or electrical incidents, damage to the Client's home, garage, outbuilding, or belongings, loss, injury, or consequential damage, arising from charging, storage, or use of the battery or charger.

Scheme Exit

49. The Client will notify the Lender in advance of wishing to exit the scheme, giving a minimum of one weeks' notice.

50. Exit Process:

- On notification the Lender will arrange collection the moped (lock & keys) from the registered address.
- The Client will be required to complete a scheme feedback questionnaire, this helps us ensure the scheme is kept fit-for-purpose for future Clients.
- The moped will be appraised for any undue damage with the Client being notified of the findings.
- The Client is required to provide bank account details to enable payment of any due account monies.
- The Lender will finalise the Client's account, with a Account Statement being emailed to the Client.

Once the Client has returned the completed scheme feedback questionnaire, the Lender will then arrange for the repayment of any due monies. This could take up to 7 days.

The Lender retains the right to withdraw the rental facility at any time, **WITHOUT NOTICE**, for any reason, including but not limited to:

- There are concerns about the Client's driving ability, safety awareness or compliance with the law.
- The moped is used at any time by anyone other than the Client, knowingly or not.
- The Client ceases the employment which justified the rental or fails to seek and/or find employment.
- The Client is in rental arrears.
- The Client fails to keep to the contact requirements.
- The Client is not looking after the moped correctly.
- Disrespect, verbal, digital and/or physical abuse towards the scheme Co-Ordinator, or member of HCA.
- Any other reason deemed justifiable by Hambleton Community Action

THE BOND WILL BE FORFEITED IF THE RENTAL FACILITY IS WITHDRAWN WITH OR WITHOUT NOTICE.

If the rental facility is withdrawn and you would like to appeal this decision, please state the reasons for the appeal in writing to the Chief Officer at HCA within 28 days of the incident.

Hambleton Community Action reserves the right to update and amend this contract, with reasonable adjustments, at any time without prior notice.