



Cyclepowermeters Limited
 18 Arches Business Centre
 Mill Road
 Rugby, Warwickshire
 CV21 1QW, United Kingdom
 Tel +44 (0) 1788 556860
 Fax +44 (0) 1788 556869
 sales@cyclepowermeters.com
 www.cyclepowermeters.com

Hire Agreement regulated by the Consumer Credit Act 1974

Between Cyclepowermeters Limited of 18 Arches Business Centre, Mill Road, Rugby, Warwickshire, CV21 1QW and

Hirer Details

Hirer (Full Name / Company name)	
Full Address	
County:	Post Code:
Tel No:	Email:
Mobile No:	Date of Birth:
Number of years at this address:	Company Reg No: (if a company)
Please supply previous addresses on a separate sheet if less than 3 years at this address	VAT No: (if applicable)

Equipment to be rented

Qty	Description / Manufacturer / Model

YOUR RIGHT TO CANCEL

You have the right to cancel this Contract and obtain a full refund of any money paid by notifying us in writing within 7 working days from the date on which you receive the Equipment.
 On expiry of this 7 day period this Contract can only be cancelled in accordance with our Terms and Conditions.



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Key Information

Hire Period - Subject to your right to cancel within the first 7 working days, the Hire Period is for a minimum period of 3 months. After the minimum Hire Period you can cancel this Contract at any time by giving us 14 days notice in writing and/or returning the Equipment to us. Notwithstanding notice of termination from you, the Hire Period will only end when the Equipment is returned to us. If you fail to return the Equipment after you have given notice we will continue to charge you a daily rental equal to 1/7th of the weekly rental until the Equipment has been returned to us. If you have not returned the Equipment within 30 days of giving notice we will charge you the full replacement cost for the Equipment unless you can provide us with actual proof of postage.

Ownership Risk and Insurance

You will not own the Equipment and you must not sell or otherwise deal with the Equipment without our consent. Unless we have agreed to insure the Equipment on your behalf you are responsible for any damage to or loss of the Equipment during the Hire Period.

Financial Details – The initial Rental payment is for 4 weeks and is charged with the deposit and any delivery or installation charges on the shipping date. Subsequent Rental charges are taken every 28 days thereafter during the Hire Period.

Example for a PowerTap SL wheel system - standard next day delivery

First Payment	Rental (Inc VAT)
4 Weeks rental of	£40
+ delivery/installation of	£9
+ deposit of	£55
Totals	£104

Followed by weekly rentals of (inc VAT)
£ 10 per week
Payment Frequency: 1 payment (of 4 weekly rentals) taken once every 28 days

Payments: If posting please fill in the figures below from the website

First Payment	Rental (Inc VAT)
4 Weeks rental of	
+ delivery/installation of	
+ deposit of	
Total	

Followed by weekly rentals of (inc VAT)
£ per week
Payment Frequency:
1 payment (of 4 weekly rental) taken once every 28 days by credit or debit card or
1 Payment (of 30.41 days rental) once per Calendar month by direct debit

Late Payments

Missing payments could have severe consequences for you and may make obtaining credit more difficult. If you fail to pay any rental payments or other sums under this Contract when due we will charge you a collections administration fee of £[10] per month for each month your account is overdue. We may also terminate the hire of the Equipment and take such action as is necessary to recover the Equipment and any sums you owe us. You will be responsible for our reasonable costs incurred in recovering the Equipment and collecting what you owe us, including fees paid to our tracing, collections and legal agents.




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IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement against you without getting a court order.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department of your nearest Citizens' Advice Bureau.

This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signatures	Your details	Our Acceptance
Signature of hirer(s)  Under this Agreement the goods do not become your property. You must not sell them.	Name(s)	Accepted for an on behalf of Cyclepowermeters Limited
	Date:	Name:
		Signature:
		Date:

Check list for the customer (please tick the boxes):

1. – I have completed all the relevant sections of this form and have fully understood the amount and terms of payment.
2. – I have read and understood the Terms and Conditions carefully and completely. (If you are unsure about any part of the Contract seek professional advice.)
3. – I am sure that the equipment is suitable for my needs.
4. – I am happy that the completed Contract exactly matches any verbal or written quotation previously provided by the sales person.
5. – I have established the length of the hire and any notice period that I need to end the Agreement.
6. – If there are any future amendments made to this contract, or if a new contract is required to replace this current one, I will make the same checks before signing.
7. – I understand a credit check may be carried out before the Equipment is despatched.
8. – I understand that I can cancel the Contract and receive a full refund within 7 working days of receiving the Equipment, but after that period I may only cancel in accordance with the Terms and Conditions.
9. – I understand that I will be responsible for any damage to or loss of the Equipment unless I have paid an additional insurance premium to Cyclepowermeters.
10. – I understand that if I fail to make Rental or other payments when due the Contract may be terminated and the Equipment re-possessed, and that I will be responsible for Cyclepowermeters' additional costs of recovering the Equipment and any outstanding payments, and that this may adversely affect my credit rating.



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Credit Card Details

You can only use the section if you are printing and faxing this document directly to us

If you have paid online on our website then we will call you (or you can call us) to get your card details to process future rental payments.

Main Card Number:

Expiry Date

Security Code

If a Maestro or Switch card

Valid From

Issue Number

Customer Ref.

Client Name:

Client Address:

Postcode:



Cyclepowermeters Limited

18 Arches Business Centre, Mill Road,
Rugby, Warwickshire, CV21 1QW

Telephone: 01788 556860

Fax: 01788 556869

Email: sales@cyclepowermeters.com

*(Please complete your details, sign the
Mandate and return to the address above)*

DETAILS (For Office Use Only)

1st Direct Debit Amount

Normal Direct Debit Amount
(If different to 1st DD Amount)

Payment Date: 1st 15th
(Tick Appropriate box)

Start MM / YY: /
(Must be at least 14 days from today's date)

Frequency: Monthly Quarterly Annual
(Tick Appropriate box)

DIRECT DEBIT DETAILS

Instructions to your Bank or Building Society to pay by Direct Debit



Eazy Collect Services Ltd, 1 Tebbit Mews,
Winchcombe Street, Cheltenham Glos. GL52 2NF



Name (s) of Account Holders (s)

Bank / Building Society account number

Bank Sort Code

Name of your Bank or Building Society

Originator's Identification Number

Instructions to your Bank or Building Society
Please pay Eazy Collect Services Limited Direct Debits on behalf of Cycle Power Meters Ltd from the account detailed in this instruction subject to the safe guards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Eazy Collect Services Limited and, if so, details will be passed electronically to my Bank/Building Society.

Account Holder (s) Signature (s)

Date:

Bank and Building Society may not accept Direct Debit instructions for some types of accounts

This Guarantee should be retained by the payer

THE DIRECT DEBIT GUARANTEE



- 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 there are any changes to the amount, date or frequency of your Direct Debit Eazy Collect or Cycle Power Meters Ltd will notify you 10 days in advance of your account being debited or as otherwise agreed. If you request Eazy Collect to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by either Eazy Collect, Cycle Power Meters Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Eazy Collect asks you to.
- You can cancel a Direct Debit at any time by contacting your bank or building society. Written confirmation may be required. Please also notify us.

Terms & Conditions

Cyclepowermeters Limited CONDITIONS FOR HIRE OF EQUIPMENT TO CONSUMERS

1 INTERPRETATION

1.1 In these conditions the following words have the following meanings:

"Contract" means the contract which incorporates these conditions and made between the Customer and the Supplier for the hire of Equipment;

"Customer" means the person named in the Contract who is hiring the Equipment;

"Deposit" means any advance payment required by the Supplier in relation to the Equipment which is to be held as security by the Supplier;

"Equipment" means the equipment specified in the Contract which is hired to the Customer;

"Hire Period" means the period commencing when the Customer holds the Equipment on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Equipment by the Customer into the Supplier's possession; or (ii) the physical repossession or collection of Equipment by the Supplier; or (c) the Customer pays the full replacement cost of the Equipment in accordance with Section 3.5;

"Minimum Period" means a period of 3 months from the date on which the Customer first receives the Equipment at the beginning of the Hire Period.

"Rental" means the Supplier's charging rate for the hire of the Equipment which is current from time to time during the Hire Period;

"Supplier" means Cyclepowermeters Limited and will include its employees, servants, agents and/or any duly authorised representatives;

"Services" means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire of Equipment including any delivery and/or collection service for the Equipment.

"Working Days" means all days other than Saturday, Sunday and public holidays.

2 BASIS OF CONTRACT

2.1 The Equipment is hired subject to being available for hire to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Equipment being unavailable for hire where the Equipment is unavailable due to circumstances beyond the Supplier's control.

2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer.

3 PAYMENT

3.1 The Customer shall pay the Deposit (if any), the Rental, and charges for any Services to the Supplier at the time and in the manner stated in the Contract.

3.2 The Supplier's prices are, unless otherwise stated, inclusive of any applicable VAT.

3.3 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding. If the Customer fails to make any payment in full on the due date the Supplier may (i) charge the Customer a collections administration fee of £[10] for each month or part month that the Customer's account is overdue, (ii) terminate the Contract and take such action as is necessary to recover the Equipment and/or any sums owing, and (iii) charge the Customer the reasonable costs incurred by the Supplier in recovering unpaid sums and/or the Equipment, including fees paid to tracing, collections, and legal agents.

3.4 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract if allowing it to continue would result in the Customer exceeding its credit limit, or if the credit limit is already exceeded.

3.5 The Rental shall be payable up to the date on which the Equipment is returned to or repossessed by the Supplier, and shall be calculated on a daily basis (equal to 1/7th of the weekly Rental) from the date notice of termination is given to the end of the Hire Period. If the Customer has failed to return the Equipment within 30 days from notice of termination the Supplier may charge the Customer the full replacement cost for the Equipment unless the Customer can provide actual proof of postage prior to that date.

3.6 The Supplier may require the Customer to provide details of a valid credit or debit card upon hire of the Equipment as a form of deposit, in which event the Supplier reserves the right to present these details at any time for payment of any sums due under the Contract.

3.7 Payment of regular rental payments by credit or debit card will incur a 3% processing charge.

3.8 If paying by direct debit, please note that Cyclepowermeters Limited has appointed the BACS Approved Direct Debit Bureau, Eazy Collect Services Limited (www.eazycollect.co.uk), to collect your payments and Eazy Collect will be shown on your bank statement.

4 RISK, OWNERSHIP AND INSURANCE

4.1 Risk in the Equipment will pass to the Customer when they are collected or received by the Customer, unless the Customer has arranged for delivery in which case risk in the Equipment shall pass to the Customer when they leave the physical possession or control of the Supplier.

4.2 Risk in the Equipment will not pass back to the Supplier from the Customer until the Equipment is back in the physical possession or control of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental.

4.3 Ownership of the Equipment remains at all times with the Supplier. The Customer has no right, title or interest in the Equipment except that it is hired to the Customer.

4.4 The Customer must not deal with the ownership or any interest in the Equipment. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However the Customer may re-hire the Equipment to a third party with the prior written consent of the Supplier.

4.5 The Supplier may provide reasonably priced insurance in respect of the Equipment at an additional cost to the Rental. Alternatively the Supplier may require the Customer to insure the Equipment on such reasonable terms and for such reasonable risks as the Supplier may specify. The proceeds of any such insurance that relate directly to the Equipment shall be held by the Customer in trust for the Supplier and be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Equipment and/or any associated insurance without the Supplier's written consent.

5 DELIVERY, COLLECTION AND SERVICES

5.1 It is the responsibility of the Customer to collect the Equipment from the Supplier and return them to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver or collect the Equipment to and/or from the Customer it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services. Any delivery date quoted by the Supplier will be an estimate only and is neither guaranteed nor an essential term or condition of this Contract.

5.2 Where the Supplier provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are negligent.

5.3 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a consumer and the delay is due to a Force Majeure event.

6 CARE OF EQUIPMENT

6.1 The Customer shall:-

6.1.1 not remove any labels from and/or interfere with the Equipment, their working mechanisms or any other parts of them and shall take reasonable care of the Equipment and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer;

- 6.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Equipment;
- 6.1.3 take adequate and proper measures to protect the Equipment from theft, damage and/or other risks;
- 6.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Equipment;
- 6.1.5 permit the Supplier at all reasonable times and upon reasonable notice to inspect the Equipment including procuring access to any property where the Equipment is situated;
- 6.1.6 keep the Equipment at all times in its possession and control and not to remove the Equipment from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;
- 6.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Equipment required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;
- 6.1.8 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Equipment;
- 6.1.9 not continue to use the Equipment where it has been damaged and will notify the Supplier immediately if the Equipment is involved in an accident resulting in damage to the Equipment, other property and/or injury to any person; and
- 6.2 The Equipment must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all user manuals relating to the Equipment.

7 FAULTY EQUIPMENT

- 7.1 The Customer must not repair or attempt to repair the Equipment.
- 7.2 It is the Customer's responsibility to inspect the Equipment immediately upon receipt and inform the Supplier of any damage or faults.
- 7.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Equipment during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Equipment. The Supplier may at its option choose to replace the Equipment if the cost of repair is not economically viable.
- 7.4 The Supplier shall not be liable repair or replace the Equipment in the event of a fault that is caused by the Customer, including but not limited to the Customer's failure to use the Equipment in accordance with the operating instructions supplied with it or the Customer's failure to comply with any instructions given to it by the Supplier.
- 7.5 If the Equipment is unusable due to an inherent fault the Customer will be granted a Rental credit in respect of the period between the date on which it notifies the Supplier of the fault and the date of repair or replacement.

8 LOSS OR DAMAGE TO THE EQUIPMENT

- 8.1 If the Equipment is returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Equipment the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire.
- 8.2 The Customer will pay to the Supplier the replacement cost of any Equipment which are lost, stolen and/or damaged beyond economic repair during the Hire Period less the amount paid to the Supplier under any policy of insurance taken out in accordance with this Contract.
- 8.3 The Customer shall pay the Rental for the Equipment up to and including the date it notifies the Supplier that the Equipment have been lost, stolen and/or damaged beyond economic repair.

9 TERMINATION

- 9.1 The Customer shall have the right to cancel the Contract without penalty by giving written notice to the Supplier within 7 Working Days of the date on which the Customer receives the Equipment. If the Customer gives notice to cancel under this Section 9.1 it shall receive a full refund of any sums paid in advance within 7 days of the date on which the Supplier regains possession or control of the Equipment.
- 9.2 Subject to the Customer's right to cancel Section 9.1 and the provisions of Section 10, either the Customer or the Supplier may terminate this Contract on 14 days' written notice expiring at the end of, or at any time after, the Minimum Period.
- 9.3 Notwithstanding notice of termination from Customer, the Hire Period will only end when the Equipment is returned to or repossessed by the Supplier, or the Customer pays the full replacement cost of the Equipment in accordance with Section 3.5.

10 DEFAULT

- 10.1 If the Customer:-
 - 10.1.1 fails to make any payment to the Supplier when due without just cause;
 - 10.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
 - 10.1.3 is rude, abusive or threatening to the Supplier's directors or employees;
 - 10.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
 - 10.1.5 pledges, charges or creates any form of security over any Equipment or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/ diligence, execution or other legal process is levied on any property of the Customer, has a Bankruptcy Petition/Petition for Sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;
 - 10.1.6 appears reasonably to the Supplier due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or
 - 10.1.7 appears reasonably to the Supplier to be about to suffer any of the above events
- then the Supplier may immediately cancel, terminate and/or suspend the Contract by written notice to the Customer.
- 10.3 Any repossession of the Equipment shall not affect the Supplier's right to recover from the Customer any monies due under the Contract.
- 10.4 Upon termination of the Contract the Customer shall immediately:
 - 10.4.1 return the Equipment to the Supplier or make the Equipment available for collection by the Supplier as requested by the Supplier; and
 - 10.4.2 pay to the Supplier all arrears of Rentals and Charges for any Services.

11 GENERAL

- 11.1 Upon termination of the Contract the provisions of Sections 3, 4, 6 and 8 shall continue in full force and effect.
- 11.2 All third party rights are excluded and no third parties shall have any rights to enforce the Contract. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Equipment. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier.
- 11.3 This Contract is governed by and interpreted in accordance with English law and the English courts have exclusive jurisdiction in relation to any dispute arising out of or in connection with this Contract.

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