



Rental Form

This Rental Form, together with the Bike Hire Form, is hereinafter referred to as the "Agreement".

The terms, "Renter," "I," "me," and "my" refer to the person who signs this Agreement as renter and any additional renter listed on the Bike Hire Form, all of whom are jointly and severally liable for the charges and obligations set forth in this Agreement. The terms, "you" and "your" refer to Rental Operator. The term, "Motorcycle," means the Motorcycle specified on the Bike Hire Form, or its replacement, including all tyres, tools, Motorcycle documents, accessories, equipment and plates.

CONTRACTUAL TERMS

THIS DOCUMENT CONTAINS CONDITIONS RELATING TO YOUR MOTORCYCLE RENTAL, READ IT CAREFULLY.

You hereby rent to me the Motorcycle listed on the Bike Hire Form pursuant to any and all terms and conditions printed on this document (the "Agreement"). By signing the Agreement, I agree to these terms and conditions as essential to the Agreement.

1. CONDITION OF THE MOTORCYCLE, DELIVERY AND RETURN

I acknowledge having received the Motorcycle in good overall condition, clean, with one set of original keys, and without apparent defects except those mentioned on the Bike Hire Form. The Motorcycle is delivered with a full tank of fuel. I will pay a fuel service charge if I return the Motorcycle with less fuel than a full tank. This charge will be the rate per litre as per current market prices multiplied by the number of litres required to refill the tank. I acknowledge that the fuel service charge is not a retail sale of fuel. I will return the Motorcycle on the date and time indicated on the Bike Hire Form, in the same condition as when received, ordinary wear and tear from proper use excepted. If I do not return the Motorcycle at the date and time indicated on the Bike Hire Form, you may (i) charge me overtime of £60.00 per hour or part thereof unless the Motorcycle is stolen or destroyed; (ii) repossess the Motorcycle at any place and at my expense; and (iii) report the Motorcycle as stolen to the police. I waive any and all claims against you for any consequences resulting from you making such report. I will return the Motorcycle, during normal business hours, to you unless provided otherwise on the Bike Hire Form or agreed upon in writing by the parties (in any case, the "Return Location"). If the Return Location is a location other than the location at which I rented the Motorcycle, I will pay the One-Way Service Fee specified on the Bike Hire Form. If I fail to return the Motorcycle to the Return Location, I will pay a charge of £8.00 per mile from the location where I left the Motorcycle to the Return Location. I acknowledge and agree that I alone have the custody of the Motorcycle and the keys until I return these at the Return Location. I acknowledge and agree that I must look after the Motorcycle and keys as well as keep the Motorcycle locked while unattended and use any security device fitted to or supplied with the Motorcycle.

2. RENTAL CHARGES

I will pay for the length of time I rent the Motorcycle at the time rate and for the duration indicated on the Bike Hire Form. The minimum charge is one hour. Where applicable, I will pay any other charges mentioned on the Bike Hire Form. I will also pay you all of the following additional charges that may become due: (i) all fines, penalties, forfeitures, court costs and other expenses (including, without limitation, recovery of expenses for parking, traffic and other violations, including storage liens and charges) that may be assessed against you but which are due by reason of my care, custody, control, possession, operation or use of the Motorcycle; (ii) any and all of your costs incurred in collection of any and all charges due from me to you pursuant to this Agreement; (iii) a reasonable fee if it is necessary to clean the Motorcycle upon my return for excessive stains, dirt or soilage; (iv) any amounts due pursuant to Article 11; (v) indemnification pursuant to Article 12; (vi) if I am in default under this Agreement, you may retain the security deposit and other funds paid by me to you, and I will be liable for any and all additional damages to you. Additional charges will be billed separately.



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3. COLLECTIONS

(a) All rental charges mentioned on the Bike Hire Form are due and must be paid at the time the Motorcycle is returned. Additional charges are due and must be paid at the date specified in the related invoices. If I do not pay all rental and additional charges (collectively the "Charges") when due, I agree to pay a late charge at an annual rate equal to 2% above the base rate of The Bank of Scotland from time to time on the past due balance. I will notify you any and all my objections related to Charges by registered letter within 10 days of the payment due date; absent such an objection, I will be considered as having accepted your calculation of Charges. All Charges are subject to a final audit. If, upon final audit, an error is found in an earlier calculation, I will pay any undercharges, and I will receive a refund for any overcharges. (b) I have been informed that my credit, up to an amount of the estimated total Charges due under this Agreement, based on my representation about this rental, may be set aside or reserved by the charge card issuer whose card I present in payment of my bill. I consent to the reservation or setting aside of that amount. My signature hereon authorises you to charge my charge card for any and all charges arising from the terms and conditions of this Agreement. In case the payment is made by credit card, I irrevocably and definitively agree that any Charges, fees, expenses, related to the rental be charged to my credit card. (c) I am primarily liable for all Charges arising from the terms and conditions of this Agreement. If I have directed the billing for such Charges to be transmitted to another person, firm or organisation, such as a charge card issuer, who or which, upon receipt of your bill, fails to make payment I will remain jointly and severally liable for, and will promptly make the payment in respect of, such Charges. (d) Where I elect that any Charges under this Agreement are billed in a currency other than local currency or Euro, the rate of exchange used for any currency conversion will be determined by you in accordance with your standard practice, including your standard handling charge.

4. OWNERSHIP

You are the owner of the Motorcycle, and neither I nor anyone else will acquire any interest in the Motorcycle by reason of this Agreement, except my right to possess and use the Motorcycle as renter for the time period indicated on the Bike Hire Form and in accordance with this Agreement. I will inform you of (i) any attempt of seizure or seizure of the Motorcycle by a third party; (ii) any judicial decision or legal proceeding that may affect the rights or interests of Scotlandbybike.com; (iii) any legal proceedings against me for bankruptcy. I will not sell, transfer, assign, sublease or transfer any of my interest in this Agreement or the Motorcycle or any of its parts and any such attempted assignment, sublease or transfer is void and of no effect.

5. CONDITIONS OF USE

I represent to you that (i) I am at least 25 years of age and I am in sound medical condition; (ii) I understand that unique risks are involved in motorcycle riding; (iii) I have at least 1 years riding experience on motorcycles the size of the Motorcycle; (iv) I possess a valid drivers license that qualifies me to operate a motorcycle in the state or country of my permanent residence with the same rating as the Motorcycle. I will (i) comply with all laws, ordinances or governmental rules and regulations relating to the use and operation of the Motorcycle; (ii) check the engine oil level at each refuelling; (iii) report any mechanical failures to you immediately. I will not use or permit the Motorcycle to be used (i) by any person other than me or the additional renter specified on the Bike Hire Form; (h) to carry passengers or property for hire; (iii) to tow or push anything; (iv) to be operated in a test, race or contest or on unpaved roads; (v) to instruct an unlicensed person in the operation of the Motorcycle; (vi) by any person who is prohibited by law from operating a motor vehicle; (vii) by any person while under the influence of alcohol or an illegal substance, or a prescription or non prescription drug which could impair the operator's ability to operate the Motorcycle; (viii) for an illegal purpose, including transportation of an illegal substance or contraband; (ix) outside the United Kingdom or Europe (as agreed) (x) to advertise for third parties; or (xi) without wearing a certified helmet. A violation of this paragraph automatically terminates my rental and makes me liable to you for all charges and fines, forfeitures, liens, recovery costs, storage costs and related legal expenses which all become due upon termination of the Agreement pursuant to this paragraph. I will not service the Motorcycle, repair the Motorcycle, or replace any part or accessory of the Motorcycle without your prior approval and, to the extent that I do any of the foregoing, such actions are at my risk and expense. Rental Charges are due for periods during which the Motorcycle is being serviced or repaired by me or on my behalf.



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6. REPOSSESSING THE MOTORCYCLE

You may repossess the Motorcycle at any time it is found illegally parked, unlocked, being used in violation of the law or the terms of this Agreement, or appears to be abandoned. You may also repossess the Motorcycle at any time you discover that I made a misrepresentation in this Agreement or in any other document to obtain the Motorcycle. I waive, to the extent permitted by applicable law, any and all rights to prior notice and/or hearing prior to the repossession of the Motorcycle by you, your employees, agents or contractors.

7. WARRANTIES

You warrant that the Motorcycle will be of the make and type described on the Rental Form and that it will be of satisfactory quality. I understand that except for the foregoing warranties, you have not made, do not make, and I disclaim, any other representation or warranty whatsoever, express or implied, with respect to the Motorcycle, including but not limited to, its design, capacity, condition or merchantability.

8. WAIVER OF LIABILITY

(i) On my behalf and on behalf of my heirs, personal representatives, successors and assigns (collectively "Heirs and Assigns"), in consideration of the rental of the Motorcycle from you, save as provided below, I release and discharge Scotlandbybike.com and their partners, officers, directors, employees, dealers, distributors and agents, and assigns (collectively "Released Parties"), from any and all claims, demands, rights and causes of actions (collectively "Claims") of any kind whatsoever which I or any of my Heirs and Assigns now have or later may have against any Released Party resulting from or arising out of my rental or the use by any person of the Motorcycle including, without limitation, loss or damage sustained by me or any third party arising out of or in connection with the use of the Motorcycle by me or by any other person. (ii) I acknowledge and agree that you will not be liable to me for any indirect, special, incidental or consequential loss, damages or expenses of any kind caused directly or indirectly by, or arising in connection with, the Motorcycle, its use, operation or failure to operate, maintenance or failure to be maintained, or by any interruption of service or loss of use of the Motorcycle. (iii) Nothing in this Agreement shall limit or exclude the liability of (a) Scotlandbybike.com or any of their affiliates, subsidiaries, officers, directors, employees, dealers, distributors, agents or assigns (the "Entities") for death or personal injury caused by the negligence of the Entities or for death or personal injury or damage to property caused by any defect in the Motorcycle; or (b) you for death or personal injury caused by your negligence. (iv) I agree to the above waiver on my behalf and on behalf of my Heirs and Assigns, and fully understand the effect of such waiver. I certify that I have read this release and fully understand it, that I am not relying on any statements or representations of any of the Released Parties and that I have been given the opportunity and sufficient time to read and ask questions regarding the release. (v) To the extent that the scope of this release is unenforceable in any jurisdiction, such scope will, as to such jurisdiction only, be automatically limited to the extent necessary to make this release enforceable in such jurisdiction, without invalidating any other portion of this release.

9. PROPERTY IN THE MOTORCYCLE

You are not responsible for the loss of or damage to any property left, stored, or transported by me, or any other person, in or upon the Motorcycle, or on your premises, or received or handled by you, either before or after the return of the Motorcycle and I accept responsibility in respect of all claims by third parties for any such loss or damage. It is my exclusive responsibility to remove any personal belongings from the Motorcycle before I return it to you.



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10. LOSS OR THEFT OF MOTORCYCLE

During the period of my rental of the Motorcycle, I shall be liable for damages, loss or theft of the Motorcycle. If the Motorcycle is damaged or stolen through my negligence or wilful intent, I will pay to you: (i) its fair retail market value before theft or damage less salvage, unless your repair cost plus the reduction of the Motorcycle's value after repairs is less and you are not required by law to salvage the Motorcycle, in which case, I will pay the latter amount; (ii) a reasonable amount determined by you based on the non-availability of the Motorcycle for use by you, plus a reasonable administrative fee determined by you (except for theft where the Motorcycle is not recovered) and (iii) all towing and storage charges, all of which are referred to herein as the 'Loss. ' In case of an accident involving the Motorcycle, I will (i) immediately call (0845 230 1450; (ii) immediately notify the police and file an official statement of accident or theft (iii) immediately notify you; (iv) take any and all measures necessary to preserve your rights; (v) obtain the following information: the names and addresses of everyone involved including the witnesses; the date and place of the accident; the vehicles involved; the names of the insurance companies and registration numbers of the insurance policies concerned; (vi) not abandon the Motorcycle without ensuring its safety; (vi) not recognise or accept any liability or wrongdoing; (vi) not settle with third parties; (vii) answer immediately any request for information related to the accident; (viii) if I believe my responsibility for the Loss is covered by my own insurance or my charge card issuer, I will provide you my insurer and policy number or card issuer and its insurer; (ix) file an Incident Report. I authorise you to collect the Loss directly from the insurer. I also authorise you to collect the Loss directly from any third party responsible for the Loss. You will refund any sum you collect in excess of the Loss. In case of theft, the same obligations apply where relevant. Moreover, the legal documents and keys should be returned to you within 4 days with a copy of the statement to the police or I will remain liable for the loss of the Motorcycle. If, during my rental of the Motorcycle, I am involved in an accident or the Motorcycle is stolen, I understand that the Motorcycle will not be replaced, and this Agreement will automatically be terminated without refund, unless the accident is caused by the negligence of the driver of another vehicle or a person other than me or the additional renter specified on the Rental Form.

11. INDEMNIFICATION

Subject to the provisions of Article 8(iii), I agree to indemnify Scotlandbybike.com for any loss, liability and expense that any of you incur arising out of (i) my use of the Motorcycle (but only to the extent that such loss, liability and expense exceeds the limits of any liability insurance provided under this Agreement) or (ii) any breach of any representation, warranty, covenant, agreement or obligation made by me in this Agreement. No indemnity is due for damage to the Motorcycle if I have subscribed a Loss Damage Waiver and paid the related charges. The Loss Damage Waiver does not cover damages arising out of my wilful intent or gross negligence. In case the damages are covered by insurance, the Loss Damage Waiver does not apply to the deductible and I may not claim reimbursement of that deductible from the Rental Operator.

12. MISCELLANEOUS

(a) Any provision of this Agreement which is void or unenforceable in whole or in part in any jurisdiction will, as to such jurisdiction, be ineffective only to the extent of such invalidity or unenforceability without invalidating any remaining provision of this Agreement. (b) Any change in this Agreement or your rights must be in writing and signed by your authorised representative. (c) If I do not return the Motorcycle at the time mentioned on the Rental Form, you may elect to extend the Agreement until the return; you will have the right to terminate the extended Agreement at anytime, without notice. (d) The Agreement will be terminated immediately if (i) I become bankrupt; (ii) you determine that any of my assets have been seized to pay off my debts or if a trustee in bankruptcy is appointed over any of my assets; or (iii) I do not comply with the terms and conditions of this Agreement. The termination of the Agreement does not affect your right to receive any money I owed you under the terms and conditions of the Agreement and you may also repossess the Motorcycle.



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13. GOVERNING LAW AND VENUE

The Agreement is governed and construed by the laws of Scotland. Any dispute may be submitted to the exclusive jurisdiction of the courts of Scotland.

14. CONSUMER CONSENT TO COLLECTION OF PERSONAL INFORMATION

Scotlandbybike, (the "Operator") will not transfer my Personal Information (either by computer or manually) to anyone else.

I acknowledge that the Operator will process and use my Personal Information (both by computer and manually) for business purposes related to the rental, sale or marketing of motorcycles, motorcycle parts, accessories, general merchandise, and services, and such other products and services that may be offered from time to time by Scotlandbybike.com

I further acknowledge that my Personal Information may, if necessary for the above-mentioned purposes, be transferred to and processed by Processors. I also acknowledge that to the extent required by Law my Personal Information will be provided to private third parties and governmental regulatory authorities (including tax authorities).

I understand that I have the right to access my Personal Information and the right to rectify mistakes in my Personal Information.

I should address any questions about the handling of my Personal Information to: Scotlandbybike.com, Unit 1 Westhill business Centre, Arnhall Business Park, Westhill, Aberdeenshire, AB32 6UF.

I understand that the following terms mean:

"Personal Information" means any information relating to an identifiable person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

"Processor" includes the Operator and any third party, who may from time to time be involved in collecting, processing or using Personal Information on behalf and under the direction of the Operator, such as third parties providing products and services (such as IT systems suppliers);

"Transfer" includes the transference by electronic or other means, communication, disclosure or access to Personal Information, whether at the premises where the base may be physically located or by remote access, and any other forms by which information can be communicated or disclosed.

Signature

Print name

Date