



## *Terms and conditions:*

### Your data, your rights:

We only ever request data that is relevant to the electric bike project. Any information you provide will be:

confidential and anonymised; only used for project performance purposes; not used or shared for any unrelated purposes; protected securely; retained for 6 months from the end of the project and then permanently destroyed/deleted. Any information shared with our funders/Scottish Government and Local authority or used in reports is collective and anonymised – it is not attributable to any individual. You can request what information we have from you or about you, for free, at any time, and you can withdraw any personal data at any time without giving a reason. Contact [ebikes@kha.scot](mailto:ebikes@kha.scot) for assistance.

1. Kingdom Housing Association (KHA) is providing you with the opportunity for a free trial of this electric bicycle . We require your participation in our evaluation/assessment process (a pre-trial & post-trial survey and logging of the journeys taken) because it helps us to continue to potentially extend and develop the project and learn how to best serve the community.
2. I am responsible for the security of any electric bicycle loaned to me. I will take care of the electric bike that I am provided with, locking it up whenever it is left unattended, with the lock provided by KHA and keeping it clean and sheltered from the elements.
3. I will not abuse any Kingdom Housing Association (KHA) electric bicycle loaned to me; in particular, I will not use a KHA bicycle for racing, stunt or trick riding or for any purpose other than cycling to and from a destination.
4. I am responsible for the maintenance of any Kingdom Housing Association (KHA) electric bicycle loaned to me. I will maintain the electric bicycle that I am provided in a safe and roadworthy condition for the period of the loan. If a fault develops and I am unable to keep the bike in a safe and roadworthy condition, I will return the electric bicycle to KHA within the agreed term of the loan.

5. I will let Kingdom Housing Association know if for any reason the electric bicycle is not being used.
6. If the bicycle is lost or stolen, I will report this to the police and to Kingdom Housing Association as soon as possible.
7. I will return the loaned bicycle along with all bike accessories provided including the bike lock in the same good condition as was received at the start.
8. I agree to not allow any persons under the age of 18 years old to ride the loaned bicycle in public areas or roads (including off-road cycle paths and public parks) in accordance with UK road safety law and EU regulation 168/2013.
9. I agree to not allow any persons other than the named individual above to ride this electric bicycle.
10. I will ride the electric bicycle legally, appropriately and safely and in accordance with the Highway Code. I will not adjust or tamper with any setting or cabling or make any modifications other than the "bike fit" alterations i.e. saddle height explicitly explained to me.
11. I agree to indemnify, defend and hold Kingdom Housing Association harmless, from and against all fines, penalties, claims, actions, liabilities, losses, expenses, damages and costs (including reasonable legal costs) arising, directly or indirectly, out of or related to, and attributable to:
  - 11.1 Negligent or willful misuses of the services and equipment;
  - 11.2 Negligent or willful breach of these terms;
  - 11.3 Any negligent or willful misrepresentation in connection with the content and information directly or indirectly provided to KHA
  - 11.4 Any death or bodily injury to myself or any person and any damage , loss or destruction of any real or tangible property arising from negligent or willful misuse of the services or products(equipment)
  - 11.5 Any fines or other penalties arising from your negligent or willful misuse of the services and equipment. My obligation to indemnify Kingdom Housing Association will survive termination of these terms and any cancellation, termination or suspension of the services.

Signature:

Date: