

## 1. Terms and conditions

- a) Cycles and equipment may only be hired from Valley Cycles & Leisure\* on completion of a Cycle Hire Booking Form. The signatory of the Booking Form shall be designated as the hirer (You). A booking is made when You complete and submit a Booking Form together with payment of a Deposit. Acceptance of the Booking Form by Valley Cycles & Leisure (Us) and payment by You constitutes a binding contract between us on these terms and conditions.
- b) You must provide proof of identity (such as a driving licence, credit or debit card or passport) when making a booking.
- c) If bookings are made by you on behalf of other individuals You confirm You have the authority to make the booking on behalf of these individuals. By signing the Booking Form You accept responsibility for ensuring that all the members of Your group comply with these terms and conditions.
- d) The Hire Period starts when the cycles and any equipment are collected by You and ends when the cycles and any equipment are returned to Us on the terms of the Booking Form. In any event the Hire Period ends at the close of business of the cycle hire centre or the end of your hire agreement whichever comes first. (unless separate arrangements are agreed by Our staff in advance).
- e) We reserve the right not to fulfil or accept a booking for any reasonable reason at our own discretion. All bookings are subject to availability and weather conditions.

## 2. Your responsibilities

- a) You confirm that You: i. Are over 16; ii. Can ride a cycle safely and not adversely affect the control of a cycle;
- b) You confirm that you and people in your group have no health or medical problems that should prevent you/them from carrying out the activity, which could result in injury to them, yourself or third parties.
- c) You confirm that should you have minors in your group, you are responsible for them at all times including the hire of the equipment and that you agree they are physically able to use the equipment hired for the duration period.
- d) You have been offered a helmet which has been inspected for defects before the Hire Period started. We advise the wearing of cycle helmets. If You or Your group refuse to wear a helmet, You do so at Your own risk.
- e) You understand that you will be shown the appropriate cycle route to follow and agree to stay to the designated trail for your own and general public safety. You agree that if you or your group is outside of those areas you will be fined £10 which can be taken from the initial deposit (Surrey bikes are NOT permitted in Dartmouth park or over the bridge).
- f) You accept that cycling on any surface, but especially on cycle way or route carries its own risks and You are cycling at Your own risk.
- g) You will assess weather conditions during the Hire Period and take the appropriate action at Your own risk.
- h) Good cycling practice: i. You will ride Your cycle responsibly and will not undertake any manoeuvre beyond Your skill or the capability of the cycle. ii. You will make yourself familiar with and abide by any code of conduct on any cycle route. iii. You will not cycle with dogs (on or off leads).
- i) You must not cycle under the influence of alcohol, strong medication or other drugs or fatigue.
- j) You will wear appropriate clothing to the activity chosen and will not hold Valley Cycles & Leisure responsible for any damage to your own personal clothing and or possessions.
- k) You will not hold Us responsible for any loss, damage or injury death to persons or property with regard to the use of the cycles and equipment hired. You will indemnify Us against any claim, interest, demand, or expense in respect of such damage.
- l) We advise You to have suitable insurance cover at all times during the Hire Period.
- m) You are responsible for all cycles and equipment hired and it is Your responsibility to keep these items safe from damage, loss or theft, used in a proper manner and not misused. You will be responsible for any loss or damage to the cycles or equipment, however caused, and will be responsible for the reasonable costs of repair or replacement for any such loss, damage or theft.
- n) You agree that in the event of a breakdown of the equipment hired during the hire period, you will not tamper with the equipment or initiate any repairs or adjustments but will ensure that the use of the equipment is ceased immediately and is returned to the hirer \*Valley Cycles.
- o) You will not offer for sale, sell, dispose, lend or pledge or otherwise part with possession of the cycles and equipment.

## 3. Our responsibilities

- a) We will ensure that the cycles and equipment are safe and legal to use (during daylight hours), and cleaned if necessary.
- b) We will ensure that descriptions of our cycles are accurate.
- c) If requested, We will provide instruction and advice about how to use the cycles and equipment and where to ride and cycle safely.
- d) We will not be responsible for Your failure to complete the Hire Period due to Your lack of fitness, illness, or injury.
- e) We will not be responsible for any delay or changes to the Hire Period (including cancellation) due to weather conditions, war, strikes or an act of god or anything outside of reasonable control such as events that wish to use the designated cycle areas.

#### 4. Fitting Equipment

- a) All Our Trail-a-Bikes are fitted with a permanent saddle and seatpost. We are not able to fit Your saddle to the seatpost instead.
- b) We will not fit Your Trail-a-Bike, buggy or child seat to Our cycles.
- c) No animals are permitted in the buggies.
- d) The decision of Our staff on the fitting of equipment is final. We reserve the right to withdraw the fitting service at any time without notice.

#### 5. Payment and prices

- a) In return for our arranging and fulfilling Your hire in accordance with these terms and conditions, You will pay Us the total price for the hire of the cycles and equipment in advance of the start of the Hire Period.
- b) A Deposit for each cycle is required at the start of each Hire Period. Details of the Deposit amount is available on our website at [www.valleycycles.co.uk](http://www.valleycycles.co.uk) The Deposit will be returned when cycles and equipment are returned undamaged to Us. If You do not comply with this condition, We reserve the right to charge reasonable charges to You until such time as the cycles and equipment are returned to Us as required by these terms and conditions. If any cycles and equipment are returned in a damaged condition, You are responsible for any costs incurred by Us in replacing or repairing the cycles or equipment (whichever is the cheaper) to their condition at the start of the Hire Period The Deposit may increase to the value of the cycle (and any equipment) by credit or debit card payment or other security we treat as sufficient depending on Our assessment of the risk and value of the cycles and equipment. Normal wear and tear is accepted.
- c) If any cycles and equipment are not returned to Us within the agreed Hire Period at the relevant place of hire, You will be charged the following fee (to cover Our reasonable additional costs): i. Hire Period exceeding the returned time = £5 per 15 minutes of hire per bike and or vehicle ii. A £5 admin charge fee iii. Any return of cycles and equipment after the end of close of business = twice the daily hire rate.
- d) In all cases, the Deposit can be used as a deposit against the costs or charges referred to in these terms and conditions.
- e) You confirm that We may deduct the Deposit and any additional charges arising from You failing to comply with these terms and conditions from any debit or credit card or other security provided at the start of the Hire Period.
- f) No refund will be paid for any unexpired part of the Hire Period or if a bike is returned within 5 minutes since the start of hire period.

#### 6. Liability

- a) We only accept responsibility for death, personal injury or direct loss suffered by You which You can show was caused by Our negligence.
- b) We will not be liable for any alleged loss or damage resulting from: i. Your acts or omissions (including any persons in Your group); ii. The acts or omission of any third party not connected to Us; iii. An event which We could not have predicted or prevented, despite taking reasonable care; iv. Indirect or consequential loss.
- c) We will not be liable to You if We are unable to fulfill a booking because of circumstances outside of Our reasonable control.
- d) Except for death and personal injury, where there is no limit, Our total liability to You under the contract with You shall be limited to the total cost of Your booking.

#### 7. Group bookings

- a) Valley Cycles & Leisure will only accept group bookings via email and is at their own discretion and availability of hire. The Fee for the hire of all cycles and equipment for Your group must be paid in full at the time of Booking. Cancellation of a Booking by Us: We will not be responsible for any delay or changes to your Booking (including cancellation) due to adverse weather conditions at the start of the Hire Period, war, strikes an act of god or anything outside of Our reasonable control. No refund of the Fee will be paid in these circumstances. If We cancel Your Booking because We have insufficient staff, cycles or equipment or for any other reason within our reasonable control, We will notify You as soon as practicable and refund Your Fee in full. Cancellation of Your Booking by You: If You cancel Your Booking We will refund: a. 100% of the Fee if You cancel Your Booking not less than 12 weeks before the start of Your Hire Period; 50% of the Fee if You cancel Your Booking not less than 8 weeks before the start of Your Hire Period; 0% of the Fee if You cancel Your Booking less than 14 days before the start of
- b) Your Hire Period. We will use Our reasonable endeavours to try to re-hire any cycles and equipment. If We are able to do so, We will refund the cost of the hire of re-hired cycles and equipment to You, less Our reasonable administration costs [provided You have given Us contact details].

## **8. General**

- a) These terms and conditions constitute the entire agreement between us, superseding any previous agreement or understanding and may not be varied except in writing between us. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- b) No failure or delay by either of us in exercising any rights under these terms and conditions shall be treated or considered to be a waiver of those rights and no waiver of a breach shall be considered to be a waiver of a subsequent breach of the same (or any other) term or condition.
- c) We are committed to protecting customer data in accordance with the new Data Protection Act 2018. The information that you provide when making a booking will only be used in connection with your booking. We will store it securely and will not share it with any third party. In line with Health and Safety guidance regarding risk assessment and civil claims for injury we will hold details for a period of and no longer of one month proceeding hire, following which, the data will be securely shredded.
- d) If any of these terms and conditions are held by court to be invalid or unenforceable, the validity of any other of these terms and conditions shall not be affected.
- e) Except as expressly provided, nothing in these terms and conditions confers on any third party any benefit or right to enforce any of these terms and conditions pursuant to the Contracts (Rights of Third Parties) Act 1999. f. These terms and conditions are governed by English law. (\*Valley Cycles & Leisure)

## **9. Complaints Procedure**

- a) If you are not satisfied with the service you receive You can make a complaint to the Manager by email to [info@valleycycles.co.uk](mailto:info@valleycycles.co.uk)