

# Cyclopark Bike Hire – Terms and Conditions

These Terms and Conditions govern the hire of bicycles and related equipment (“Hire Items”) at Cyclopark. By making a booking through our website or app, you agree to comply with the following terms and accept the contents of the Disclaimer.

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## 1. Eligibility and Booking Conditions

1.1. Bookings may be made on behalf of other individuals. The person who makes the booking (the “Booker”) accepts full responsibility for ensuring that:

- All riders included in the booking understand and agree to be bound by these Terms and Conditions;
- Appropriate bike sizes are selected, using the size guide provided on the website or app;
- Payment for any damages or losses arising during the hire period is made, regardless of who caused the issue.

1.2. All bookings are strictly non-refundable and non-transferable. This includes instances of customer cancellation, no-show, or early return of hire items.

1.3. Hire bookings may be made for any future date shown as available on the online booking system. Cyclopark shall release available date in a rolling period of approximately 12 weeks in advance.

1.4. Confirmation of the booking will be sent via email and/or app notification upon completion of the payment process.

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## 2. Payment and Security Deposit

2.1. A security deposit amounting to **20% of the total booking value** will be held at the time of booking. This deposit serves as a safeguard against any loss, damage, or misuse of the hire items.

2.2. The security deposit will be refunded upon safe return of the hired items.

2.3. Upon return of the hired items, an inspection will be carried out. Any damages identified will result in the hired items needing to be removed from stock in order to be assessed by a maintenance operative. Any damages will be invoiced in accordance with the published damage price list, which is available for review at the point of collection.

2.4. No refunds will be issued for cancellations, no-shows, or early returns. Cyclopark Charity reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days’ notice in writing to the hirer. The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to the management but the management shall not be liable to make any further payment to the hirer.

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## 3. Bike Setup and Adjustments

3.1. Each bicycle will undergo a full M-Check prior to the commencement of the hire period and will be adjusted to suit the rider’s measurements when the customer is onsite. Bicycles will be issued based on the information provided at the time of booking.

3.2. Any further adjustments made by the hirer after collection are undertaken entirely at the hirer's own risk. Cyclopark will not be held liable for any accidents or damages resulting from unauthorised adjustments. Any damage caused as a result of such actions will be chargeable to the hirer.

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#### **4. Permitted Use and Safety Requirements**

4.1. Hired equipment may only be used on routes and areas within Cyclopark that are designated for their specific equipment type.

4.2. The use of helmets is **mandatory at all times** while participating in wheeled activities, in accordance with **Cyclopark's Helmet Policy, included at the end of this document**. Helmets are available to hire and may be booked through the same process as the bicycles.

4.3 The Hirer acknowledges the contents of the Disclaimer included below and assumes responsibility for their own safety and the safety of others while using Cyclopark hire equipment.

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#### **5. Insurance, Loss, and Damage**

5.1. Hirers are not required to obtain personal insurance. However, they accept full liability for any damage, theft, or loss of the hired items during the hire period.

5.2. In the event that a bicycle or any hire item is lost or stolen, the hirer will be charged the full replacement value as listed in the damage and replacement pricing schedule.

5.3. Hired bicycles and equipment must not be removed from the Cyclopark property. All hire items must be used exclusively within the grounds of the venue.

5.4. A comprehensive damage and replacement price list will be available for review at the point of both collection and return.

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#### **6. Collection, Return, and Post-Hire Charges**

6.1. All hire items must be collected from and returned to the designated Bike Hire area, which will be clearly signposted on site.

6.2. Upon return, each bicycle will undergo a condition check. Any damage identified will be charged in accordance with the published damage price list. Charges will be invoiced as per clause 2.3.

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#### **7. Dispute Resolution and Contact**

7.1. If you wish to raise a dispute regarding any charges or the condition assessment of returned hire items, you must submit your concerns in writing to [bikehire@cyclopark.com](mailto:bikehire@cyclopark.com) within seven (7) calendar days of the hire date.

7.2. Cyclopark will acknowledge receipt of your dispute and investigate the matter in accordance with our formal Dispute Resolution Process, which can be found in a separate document or provided upon request.

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## 8. Cancellation

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8.1 Cyclopark reserves the right to cancel or alter a booking, on immediate notice, in respect of a particular Hire Period due to :

- circumstances beyond the reasonable control of Cyclopark severe weather conditions
- in the reasonable opinion of Cyclopark, the Premises are unfit for use and/or it is necessary to perform or complete essential remedial or refurbishment works
- the Hirer is in breach of this Hire Agreement (including non-payment of fees when due).

8.2 Where the Cyclopark has cancelled a booking pursuant to the clause 8. the Cyclopark will return to the Hirer within 30 days any payments made to date in respect of the Hire Charges for such Hire Period. Cyclopark will not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer arising from Cyclopark's cancellation.

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## Disclaimer

Cycling is a potentially high-risk activity. The Hirer will minimise this risk by following the safety rules and advice. Hirers are always to ride within their level of ability and confidence. Failure to follow the safety rules and advice could result a serious accident which could be fatal.

### Assumption Of Risk, Waiver And Release Agreement

Assumption of Risk: The Hirer understands and accepts that participating in the cycling activities exposes the participant to many hazards that may entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. The Hirer also understands the participant should be in good physical health to participate in bicycling, and confirms that the participant has no significant health issues or conditions that prevent participation. In line with the aforementioned risks and acknowledgements, The Hirer hereby assumes all risk of injury or loss of life to the participant and loss of or damage to property arising out of participating in cycling activities. The Hirer understands the inherent risk involved in participating and accept full responsibility for any and all such damage or injury which may result.

Waiver And Release: The Hirer specifically release and forever discharge Cyclopark and its affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which the participant may suffer while participating in cycling activities. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Cyclopark or its affiliates, officers, agents, or employees. It is my intent by the Waiver And Release Agreement to release Cyclopark and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Cyclopark or whether based upon breach of contract, breach of warranty, or any other legal measure. In completing this booking, the Hirer fully recognise that if injury, illness, death or damage occurs to the participant while participating in a cycling event, the Hirer will have no right to make a claim or file a lawsuit against Cyclopark or its affiliates, officers, agents or employees, even if they negligently cause the participants injury, illness, death or damage. The Hirer realises the importance of wearing a helmet. A helmet must be worn at all times in adherence with Cyclopark's venue wide helmet Policy.

The Hirer understands that this activity may result in severe injury, including but not limited to spinal or head injury. The Hirer understands that this activity may result in hazards posed by other cyclists and non-riders

The Hirer has carefully read this agreement in its entirety and understand its content. The Hirer is aware this is an assumption of risk, waiver and release of liability and agrees voluntarily. The Hirer also understands that participation of any activity is forbidden if the participant is under the influence of alcohol or drugs.

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### Cyclopark Helmet Policy

Wearing a helmet whilst cycling is not a legal requirement in the UK. The Cyclopark Charity believes while riding out in the community it is a personal choice whether to wear a cycle helmet or not, and for parents to make that decision for their children.

Helmets are designed to reduce impact to the head and can be valuable if you are involved in an accident. It is however important to remember that cycle helmets do not prevent collisions from happening. Cyclopark Charity therefore focuses on measures that help build and maintain a safe cycling environment to reduce the risk through cycle confidence, coaching and learn to ride initiatives.

To comply with the terms and conditions of the Cyclopark Charity insurance sports cover, the wearing of helmets while participating in any wheeled activity, included but not limited to, riding a bike, skateboard or scooter on site, is mandatory at all times\*.

The wearing of helmets is a noted requirement in Risk Assessments for most activities at Cyclopark Charity, this is the basis on which the insurer has accepted the insurance. Therefore, it would not be acceptable to allow persons not to wear helmets where the Risk Assessment notes this is a requirement for mitigation of injury.

*\*The only exception to the “no helmet no ride” policy is on the grounds of religion, learning difficulties or disability.*