

Terms and conditions

1. General terms

- a. Cycles and equipment may only be hired from Lumbards 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 a booking form is complete and a non-refundable payment of hire is made. Acceptance of the Booking by Lumbards (Us) and payment by You constitutes a binding contract between us on these terms and conditions.
- b. You must provide proof of identity including photo ID and address (such as a driving licence, passport, utility bill, bank statement etc.) before the hire period commences.
- 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
- e. We reserve the right not to fulfil or accept a booking for any reasonable reason. All bookings are subject to availability.

2. Your responsibilities

- a. You confirm that You:
 - i. Are over 18 years of age;
 - ii. Can ride a cycle safely and not adversely affect the control of a cycle;
- b. 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.
- c. You accept that cycling on any surface, but especially on a public highway, cycle way or route carries its own risks and You are cycling at Your own risk.
- d. You will assess weather conditions during the Hire Period and take the appropriate action at Your own risk.
- e. 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 of leads).
- f. You must not cycle under the influence of alcohol, strong medication or other drugs or fatigue.
- g. You will at all times supervise any member of Your group under the age of 18.
- h. 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.
 - i. We advise You to have suitable insurance cover at all times during the Hire Period.
 - j. 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.
 - k. 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 anything outside of Our reasonable control.

4. 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. The Deposit will be returned when all cycles and equipment are returned undamaged to Us back to Your credit/debit card which may take 2-3 working days depending on Your bank. 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. Normal wear and tear is accepted.
- c. If any cycles and equipment are not returned to Us within the agreed Hire Period You will be a charged fee to cover Our reasonable additional costs of **£2.00 per cycle** before close of business or an additional days hire per cycle if returned the day after the hire period due to business being closed.
- 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 provided at the start of the Hire Period.
- f. No refund will be paid for any unexpired part of the Hire Period.

5. 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 fulfil 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.
- e. We do not offer a breakdown recovery service for the hire period and You will be liable for any such costs.

6. 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. 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.
- d. Except as expressly provided, nothing in these terms and conditions grants 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.
- e. All disputes will be passed to an independent incident assessor.
- f. These terms and conditions are governed by English law.

7. Data Protection

- a. In accordance with the General Data Protection Regulation 2016. The information that you provide will only be used in connection with your booking, unless you tell us you would like to opt-in to receive further information from us. We will store it securely and will not share it with any third party unless required to do so by law. We will retain the records for 3 years in line with Health and safety guidance regarding risk assessment and civil claims for injury, following which the data will be securely shredded. Our privacy notice tells you about how we manage your information on our website at www.lumbards.co.uk/privacy-policy