

## **Cycle Together - Terms & Conditions**

**These Terms and Conditions (Terms) will apply to the hire of bicycles and related equipment (Bikes, which includes each bike and each piece of equipment) by the hirer (You) from Frome Town Council (We/Us) through our agents Pronto Bikes Ltd (Pronto).**

Our contact numbers operate between 0900 and 1700

Frome Town Council on 01373 465 757

Pronto Bikes Ltd on 01373 471 439

1. At point of booking You accept these Terms.
2. You must be over the age of 18 to participate in this scheme.
3. When we accept Your booking, a binding contract is formed between You and Us on the basis of these Terms.
4. During the hire period You are the person responsible for the bike and accessories and the person liable to Us.
5. Bikes must be collected from and delivered back to Pronto at 18 Bath Street, Frome BA11 1DN. Before we will release the Bikes, You may be asked to provide us with an acceptable form of identification (photo I.D. including name and address which matches the credit/debit card on which payment was made, or other I.D. we agree to accept).
6. The Hire Period starts when the Bike and accessories are collected from Pronto and continues until the end of the booked period. The start and end times of the Hire Period will be made clear to you at the time of booking. The Bike and accessories must be returned to Pronto and booked in by a member of staff.
7. We will give You a short safety briefing before we allow You to take the Bike. It is essential that You listen carefully to the safety briefing and tell us if there is anything You do not understand or You are not entirely comfortable with.
8. We reserve the right to cancel or to curtail the Hire Period if We reasonably consider that You or any of Your party:
  - a. are intoxicated with alcohol or drugs (or likely to become intoxicated);
  - b. are unruly or abusive;
  - c. are, or are likely to be, reckless or a danger to Yourself or others;
  - d. are or are likely to be a nuisance to others;
  - e. are in breach of these Terms.
9. We also reserve the right to cancel or curtail a Hire Period if we consider that it is unsafe or otherwise undesirable to allow You to use, or continue to use, the Bikes (for example, if there is extreme bad weather).

10. All Bike accessories and attachments remain the property of Us. You will:
  - a. take reasonable care to avoid damage to the Bikes, or their loss;
  - b. keep possession and control of them during the Hire Period;
  - c. not allow anyone not in your party when you hire them to use the Bikes.
11. You shall be solely responsible for and shall keep us fully indemnified in respect of all fines, impositions or other penalties occasioned by the use of the Bicycle during the period of hire in respect of violation of any Acts of Parliament, Orders, Regulations or bye laws for the time being in force.
12. You agree to abide by all government restrictions whilst hiring and whilst in charge of the bike and to ride well within the limits of Your cycling ability.

### Charges and Payment

13. You must provide us with Your credit or debit card details and agree to authorise us to later charge that card with the costs of damages, loss or theft of Bikes, any cancellation or late return fees due under these Terms. These details are stored within Stripe which is the third party payment system we use for all bike hire transactions in accordance with our [privacy policy](#).
14. As soon as You know You are not going to return the Bikes by the end of the Hire Period, please contact Pronto Bikes Ltd on 01373 471 439 giving at least 24 hours' notice to rearrange the end of the Hire Period so we can check if we can extend the hire, or inform anyone else who has booked the bikes.
15. You agree to pay our additional charges if You return the Bikes after the end of the Hire Period. These late return charges are £30 per day Please be considerate as if You are late that may delay someone else.
16. We do not give refunds or credit for Bikes returned before the end of the Hire Period.
17. If we cancel Your Bike hire under clause 9, we will refund any charges You have paid. If we cancel under clause 8, We shall not be liable to you for any other loss or claim arising from the cancellation.
18. You will be entitled to cancel Your booking at any time up to the start of the Hire Period without charge. If you do not arrive within 1 hour of the start of the Hire Period we will cancel the booking
19. If You wish to make changes to the date or time of a booking already made, this can be done at our discretion and subject to availability.

## Our Responsibilities

20. We will provide You with the Bike for the Hire Period agreed by You. Where at all possible we will ensure that the Bike provided is of the size and specification booked.
21. We take no responsibility if You give us inaccurate information when booking.
22. The Bikes will be in good working order and in safe condition for use within the Terms and Guidance.
23. We will give You a safety briefing explaining some basics of how the Bikes should be used before the Hire Period.
24. A puncture repair kit and pump is available upon request and is included within the hire.
25. A helmet is also included in the hire and we recommend that one is worn at all times You are riding.

## Your Responsibilities

26. You must be in good health and not suffering from any medical condition or disability which is likely to adversely affect normal control of the Bikes.
27. You must cycle within Your current skill and experience levels. You should not attempt any routes or techniques which are outside these. It is Your responsibility to assess the ride and the features which You are capable of tackling.
28. You will be offered an initial cycle confidence class at the start of the Hire Period. You will be offered up to 6 hours of cycle confidence classes during the Hire Period. We recommend You attend all these classes.
29. We recommend that You wear a suitable cycle helmet at all times when riding. This can be the helmet provided by us or one provided by You. If it is Your own helmet, it is Your responsibility to ensure it is suitable and undamaged.
30. You must not ride on any pavement, paths, tracks or areas where cycling is not permitted. Keep to roads, cycle tracks and paths which are designed for on-road bicycles and avoid unsurfaced routes and going off-road as the Bikes are not designed for that.
31. You must remain alert. Do not wear headphones or earbuds.
32. Please be polite and considerate. When using public highways riders must observe the Highway Code. You must ride responsibly at all times, with due consideration for other cyclists, pedestrians and road and trail users. Give way to pedestrians and respect horses and wildlife and natural habitats.
33. You are responsible for the Bike. It is Your responsibility to keep them safe from damage, loss or theft. You will lock up the Bike whenever it is left unattended and will remove any removable accessories when it is locked in a public place. The lock should go through the

frame, a wheel and a fixed object e.g. cycle rack, bench or lamp post. Overnight the bike will be kept in a secure indoor facility (ie home or locked garage) or locked and covered in a private garden. The Renter agrees to accept liability for the cost of the Bicycle if they fail to secure it as agreed and it is stolen. Proof of lock breakage is required for any insurance claim. The Police must be notified immediately if the cycle is stolen and you must obtain a crime reference number.

34. You must not use bikes for carrying passengers either by fitting child seats nor tag-a-longs or trailers (unless supplied and fitted by Us).
35. During the Hire Period, You must check Your Bike from time to time for damage which may affect Your safety. Do not use the Bike if it is damaged. Call Pronto for advice.
36. You are responsible for ensuring that You have an appropriate bike rack or other method of securing the Bikes to any vehicle which is both safe and will not damage the Bikes.
37. The following guidance is advice on how to minimise the risk of injury or damage, or paying additional charges due to misuse of Our Bikes;
  - a. Do not attempt to fix anything You do not know how to fix. Call Us if You damage something or something stops working.
  - b. Do not change any of the equipment (e.g., fitting spd pedals). You may add your own lights but remember to remove them.
  - c. Changing gear under load can result in damage to the drivetrain. Think ahead. Always back off the pressure on the pedals when changing gear and only engage power to the chain once it has moved to the gear You have selected.
  - d. Ensure spray lubricant does not come into contact with the brake pads or brake rotors or brake discs (WD40, GT85 or spray chain lubricant etc).
  - e. The seatposts of our Bikes must be inserted a minimum of 4 inches into the seatube – no matter how tall the rider is.
  - f. Ensure Bikes are being transported safely so they are not scratched or damaged. You must use blankets or padding between bikes to avoid friction if the Bike is on a rack or at risk of coming into contact with other items.
  - g. You must not clean Bikes with a jet wash or any pressurised water. If you need to clean the Bikes Pressurised water or steam will damage bearings and fork seals of the bike.

### Liability and Disclaimers

38. We will be responsible for death or personal injury suffered by You which was caused by our negligence, breach of these Terms or failure to use reasonable skill and care.

39. We will not however be responsible for death or personal injury, loss or damage which results from:
- a. Your own actions or omissions;
  - b. the actions or omissions of any third party not connected with the provision of Your Bike hire;
  - c. the condition of your route, weather conditions or other environmental conditions;
  - d. anything else not caused or permitted by us.
40. We will not be responsible for any death, injury, loss or damage to the extent that it was not reasonably foreseeable.
41. We are not responsible for the state of any routes. Any information we provide is provided in good faith based on the information provided to us, but we cannot guarantee that this information is accurate or complete.
42. It is Your responsibility to have insurance cover for damage or injury to Yourself, your party or third parties arising from Your use of the Bike. Any such claim will not be covered by Us or our Insurance.

### Personal Data

43. On our Booking Form, we require You to provide personal information such as name, email address and phone number. We will retain this information in accordance with our [Privacy Policy](#). If You provide credit or debit card details, we will use this information only for processing payments.
44. If You opt in to our marketing, we will use Your name and email address to provide You with information about our services and our news. However, we will not release this information to anyone else.

### Other Important Terms

45. These terms will take precedence over any contradictory terms elsewhere (for instance on our Booking Form).
46. Nobody else has any rights under this contract. This contract is between You and Us. No other person shall have any rights to enforce any of its terms.
47. If any court or authority decides that any of the Terms are unlawful, the remaining paragraphs will remain in full force and effect.