



KEY WORKER CYCLE SCHEME BOOKING FORM

Terms & Conditions:

Bikes can only be hired from Routefifty7 after signing Terms & Conditions. The signatory of the Terms & Conditions for each Booking must also be the ID holder and Primary Hirer. A Booking is made by the Hirer (hereinafter referred to as 'You') by submitting your completed Booking Form along with your Payment. Upon acceptance of your completed Booking, a binding contract is formed between You and Routefifty7 ('We' hereafter) on the terms and conditions set out below. When a Booking is made by one person on behalf of another person or other people (as the case may be), the person making the Booking confirms that he or she has the authority to make such Booking on behalf of the other person(s), regardless of age. The Hire Period commences on the day the cycle(s) and equipment is collected and continues until the cycle(s) and equipment is returned. You accept responsibility for ensuring that any, and all, users of Routefifty7 Hire equipment and cycles included in the Hire covered by this agreement, comply with the terms and conditions below (where 'You' refers to all cyclists).

1. Your responsibilities

- 1.1 You are responsible for ensuring that you are physically fit enough to undertake cycling any distance using the cycle(s) you have booked. We do not accept any responsibility for your failure to complete your Hire period or chosen route due to lack of fitness, illness or injury.
- 1.2 You accept that cycling on a public highway, cycle route, thoroughfare or track carries its own risks, and you have made your Booking on the basis that you undertake the Hire and Tour at your own risk. You understand and accept that We advise the wearing of cycle helmets at all times during your rental and provide a selection of helmets, the wearing of which helmet is at the discretion of the Hirer and rider and We take no responsibility for ensuring or guaranteeing fit of aforementioned helmets. You are hereby advised it is preferable and advised to bring your own helmet(s).
- 1.3 You will ride your cycle responsibly at all times. You will not hold Routefifty7 Bike Hire responsible for any loss, damage or injury including death to persons or property with regard to use of the cycle(s) and equipment hired. You accept responsibility to indemnify Routefifty7 Hire, its associates or agents, against any claim, interest, demand or expense in respect of any such injury or damage.
- 1.4 You will ensure that you have suitable insurance cover at all times during your period of Hire.
- 1.5 You are responsible for all cycles and equipment hired or loaned and it is your responsibility to keep the same safe from damage, loss or theft, use it in a proper manner and not subject it to any misuse or unfair wear and tear.
- 1.6 You will notify Routefifty7 immediately of any loss, damage or theft to the hired cycles or equipment however caused. You will be responsible for paying reasonable costs of repair of any such loss, damage or theft.
- 1.7 You will not offer for sale or otherwise part with possession of the hired cycle(s) or equipment.

2. Price and Payment

- 2.1 In consideration of our arranging and fulfilling your Hire in accordance with these terms and conditions you agree to pay the total price for your period of Hire set out on the Booking Form in advance of the hire commencing.
- 2.2 You are responsible for returning the bikes helmets and locks to the point of hire unless agreed by prior arrangement. Any failure to return your bike to the point of hire will incur you a cost in line with our published delivery prices.
- 2.3 Any unreturned items will be charged to you. Any cycles and/or equipment hired or used are returned in an damaged condition, will be charged to you. If these terms are not complied with, We reserve the rights to charge reasonable charges until such time when cycles and/or equipment concerned have been returned. In the case of cycles and/or equipment left or returned damaged, you are responsible for any costs incurred and sustained in replacing or repairing (whichever the cheaper) the items concerned to a condition equivalent to that prior to the Hire. In all cases Normal Wear & Tear as defined by the products manufacturer or supplier is accepted and is included in any hire price.

3. Our Liability To You

- 3.1 All bikes are checked prior to any hire term. At all times you accept that cycling has inherent risks and that all equipment may fail. You accept responsibility to ensuring cycles are roadworthy and of sound condition before embarking on your Hire Period or journey.
- 3.2 We will not be liable to you where any alleged loss or damage results from: (a) any of your own actions or omissions or those of any member of your party; (b) the action or omission of a third party not connected with the provision of your Tour; or (c) an event or circumstances which we could not have predicted or avoided even after taking all reasonable care; (d) an action or omission on the part of any accommodation provider or cycle hirer; or (e) where any loss or damage is considered to be indirect or consequential loss.
- 3.3 In the event of Routefifty7 Hire being unable to fulfil your booking our liability to you shall not exceed to the agreed cost of the hire.

4. General

- 4.1 These terms and conditions constitute the entire agreement between us, and supersede any previous agreement or understanding and may not be varied except in writing. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 4.2 Any notice required or permitted to be given by either of us to the other under these terms and conditions shall be in writing.
- 4.3 No failure or delay by either of us in exercising any of its rights under these terms and conditions shall be deemed to be a waiver of that right, and no waiver by either of us of any breach of these terms and conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 4.4 If any provision of these terms and conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.
- 4.5 Except as otherwise expressly provided herein, nothing in these terms and conditions confers or purports to confer on any third party any benefit or any right to enforce any of these terms or conditions pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 4.6 These terms and conditions shall be governed by English law, and both of us hereby agree to submit to the exclusive jurisdiction of the English courts.

I have read and accepted the Terms & Conditions. Please sign:

I agree to provide Routefifty7 with a photo and a short quote that the IoW Council can use for marketing purposes.

**PLEASE REMEMBER TO ATTACH
A PICTURE OF YOUR PROOF OF ID
WITH YOUR EMAIL**