

Inclusive pedals

1. CYCLE LOAN TERMS AND CONDITIONS

1.1 On behalf of Derbyshire Health Care Services NHS Foundation Trust Inclusive Pedals aim to provide high quality bikes for this scheme, we ask our customers to treat the equipment responsibly.

1.2 All Bookings are subject to availability. When a Booking is made by a person using NHS employees credentials Inclusive Pedals assume he or she has the authority to make such a booking. We reserve the right to refuse delivery if original credentials are not presented.

1.3 The Loan period commences on the day the cycle(s) and equipment is collected or dispatched to you and continues until the cycle(s) and equipment is returned to Inclusive Pedals.

2. CUSTOMER TERMS AND CONDITIONS

2.1 You are responsible for ensuring that you are physically fit enough to undertake cycling any distance using the equipment you have booked. Inclusive Pedals does not accept any responsibility for your failure to complete your loan period due to lack of fitness, illness or injury. Inclusive Pedals does not accept liability for death, personal injury, loss or damage to personal effects to any participant, nor can Inclusive Pedals accept any responsibility for delays or changes to your period of loan due to weather, strikes, war, terrorism or other causes.

2.2 You accept that cycling on a public highways and paths carries its own risks and you have made your booking on the basis that you undertake the loan at your own risk. You understand and accept that Inclusive Pedals advises the wearing of cycle helmets at all times when riding.

2.3 You will ride your cycle responsibly at all times. You will not hold Inclusive Pedals responsible for any loss, damage or injury including death to persons or property with regard to the use of the cycle(s) and equipment hired. You accept responsibility to Indemnify Inclusive Pedals against any claim, interest, demand or expense in respect of such injury or damage.

2.4 Inclusive Pedals recommends that you have suitable Insurance cover at all times during the period of your hire. Membership of Cycling UK or British cycling is a low cost way of acquiring 3rd party cover.

2.5 You are responsible for all cycles and equipment hired or loaned and it your responsibility to keep these items safe from damage, loss or theft, use it in a proper manner and not subject it to any misuse or unfair wear and tear.

2.6 You will lock the bike using supplied or fitted locks at all times it is unattended.

2.7 You will notify Inclusive Pedals immediately of any loss, damage or theft to the hired cycles or equipment however caused.

2.8 You will not offer for sale, sell, dispose, mortgage, lend, pledge or otherwise part with possession of the hired cycle(s) or equipment.

2.9 Inclusive Pedals staff are usually available by phone or email to help out with any problems during the loan period; however it is the customer's responsibility to keep a check on the bike they have hired. Whilst Inclusive Pedals will always do it's best to have staff available during the loan period this cannot be guaranteed.

3. PERSONAL SAFETY

3.1 It is the rider's responsibility for their own safety. Cycling involves personal risk and you must ride responsibly.

3.2 Injury(s) and/or death associated with cycling may result from weather, excessive speed, collision with inanimate objects or other persons, rider inexperience, error or abuse of equipment.

3.3 First time of novice bikers should use the equipment under the supervision of an experienced rider.

3.4 You must not cycle under the influence of alcohol, strong medication, other drugs or fatigue.

4. OUR LIABILITY TO YOU

4.1 Inclusive Pedals accepts responsibility for death, personal injury and direct loss suffered by you which you can demonstrate was caused by our negligence. Up to the limit set out in 4.2 below.

4.2 Inclusive Pedals will not be liable to you where any alleged loss or damage results from;
Any of your own actions or omissions;

The action or omission of a third party not connected with the provision of your bike hire:

An event or circumstances which we could not have predicted or avoided even after taking all reasonable care;

Where any loss or damage is considered to be indirect or consequential loss.

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4.3 Except where expressly permitted under the Data Protection Act 1998, we will only use your personal details in connection with your Booking arrangements. We will keep your personal details secure in accordance with our obligations under the Date Protection Act 1998.

5. GENERAL

5.1 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 between us. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

5.2 Any notice required or permitted to be given by either of us to the other under these terms and conditions shall be in writing.

5.3 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.

5.4 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.

5.5 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.

5.6 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.