

Terms and Conditions

Mercia Cycles Ltd
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VAT No.:	227138320
Company Number:	8823131
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All persons booking bike hire, hiring bikes or visiting any of the Mercia Cycles premises do so subject to the following Terms and Conditions:

1. DEFINITIONS

The following terms shall be used in these terms and conditions:

1.1 A "Bike" is defined as one of the following: mountain bike; hybrid bike, tandem cycle; tag along; road bike; electric bike
1.2 The "Booking" shall mean the transaction with Mercia Cycles made by the Hirer for the hire of bike(s) for themselves and others included within their party
1.3 The "Booking Return Time" shall be the time at which the paid for hire period concludes
1.4 "Children" shall mean persons under the age of 16 years old
1.5 The "Customer" shall mean all persons within the group who are visiting the premises or using hired bikes or using equipment including the Hirer
1.6 The Premises shall mean the cycling hire unit, the cycle hire store unit and immediate decked vicinity located at Kingsbury water park, Ryton Pools and Stratford Greenway
1.7 The "Hirer" shall mean the principal hirer who pays for the booking
1.8 "Juniors" shall mean persons between the ages of 16 years and 18 years of age
1.9 The "Park" shall mean Kingsbury water park, Ryton pools and Stratford Greenway
1.10 The "Test Ride Period" is an initial period at the start of a Booking during which Customers may trial their bikes and equipment to ensure they are satisfied with its fit, condition, safe working or suitability for use.

2. GENERAL

2.1 Mercia Cycles is the trading name of the cycle concession which is operated under license from the Warwickshire county council by Mercia Cycles Ltd of Unit 16 Stirchley Trading Estate, Birmingham, B30 2PF, whose registered company number is 8823131

2.2 By making a Booking for the hire of equipment (including bikes, trailers, accessories, helmets, baby seats or tag alongs) or by entering any part of the premises, the Hirer and the Customer are deemed to have accepted these Terms and Conditions and have understood them to be binding on the Hirer. It is the Hirers' responsibility to have read and understood these Terms and Conditions and to have informed all persons included in the Booking the content of these Terms and Conditions.

2.3 It is the Hirers' responsibility to read and inform all persons included in the Booking the about the Regulations and policies that apply to the Council owned parks and for all members of the party to abide by the regulations.

2.4 It is the Hirer's responsibility to abide by the regulations and rules that apply to cycling in the Council parks and in Kingsbury Water park, Ryton pools and Stratford Greenway in particular.

2.5 Mercia Cycles reserve the right to refuse bike hire or remove any person from the Premises or any part of the premises for failure to comply with any of these Terms and Conditions.

2.6 Operational hours are subject to change without notice and may be reduced or extended due to operational requirements.

2.7 Mercia Cycles reserve the right to change the designation of low, standard or peak days; prices; discount offers, and peak and off peak rates at any time.

2.8 Merciacycles will use their reasonable endeavours to ensure that the Mercia Cycles operation(s) is (are) open for bike hire during the normal advertised opening hours. However, Mercia Cycles reserve the right, in their absolute discretion, whether for operational or safety reasons or otherwise, to close operations, or to cancel bike hire bookings. In the event of such closure or cancellation, Mercia Cycles shall offer the any Hirer with a paid for Booking that may be affected by such an event, an option to reschedule their Booking to an alternative date or to offer a refund on any amounts paid for bike hire; such recompense that be limited only to the amount paid for hire; Mercia Cycles shall otherwise have no liability whatever, including no liability for consequential expenses.

2.9 Customers are responsible for their own personal property and the property of those persons under their care or supervision whilst visiting Mercia Cycles and the Premises

3. GENERAL HIRE TERMS

3.1 Hired bikes may only be ridden within the confines of the Kingsbury water park, Ryton Pools, or Stratford Greenway (the "Park") and must only use the designated shared cycle paths and roads as set out by the respective parks. Cycling on the grassland or any non-designated trails is strictly prohibited in the Park and riders may be subject to a £60 fixed penalty fine from the Police

3.2 Customers may only cycle within the designated speed limits in the Park which is 10mph for all designated cycle paths and 20mph on the main roads

3.3 The following restrictions apply for the hire of bikes and accessories:-

Bike	Age Guide	Height/ Weight Restriction	Safety Guidance
20" Child Bike	7 – 9 years	Less than 150cm	Supervised + Helmet
24" Child Bike	9-12 years	Less than 150cm	Supervised + Helmet
Single Trailer	1 - 5 years old	20kg per child Less than 110cm	Secured (Helmut Advised)
Double Trailer	1 - 5 years old	20kg per child Less than 110cm	Secured (Helmut Advised)
Baby Seat	1-2 years old	15kg Max load Less than 95cm	Secured + Helmet
Tag Along	5 - 7 years old	25kg Max load	Helmet
Road / Hybrid Bikes	18 years or over		Road Use only
Tandem Adult	18 years or over		
Tandem Adult/Child	18 years or over		Child 8 - 13 years only

*** On weight limited equipment baggage cannot exceed 5kg per occupant.*

3.4 Children should be supervised at all times and should not be allowed to cycle unaccompanied without adult supervision

3.5 If there are Children included within the Booking the Hirer is responsible for their care, conduct and supervision at all times.

3.6 The Hirer is responsible for any acts committed by any Children or Juniors who are included within the Booking.

3.7 Customers shall not ride in a manner that endangers themselves, any other users of the Park or any animals in the Park

3.8 No dogs shall be led from, carried or tied to any of the bikes hired under the Booking

3.9 No bikes will be hired to any Customers that may be judged by Parkcycle to be under the influence of alcohol or drugs.

4. BIKE HIRE BOOKING

4.1 Only persons of 18 years of age or more may make a Booking for cycle hire

4.2 The Hirer is required to supplying a valid address, email and a UK telephone contact number when making a Booking

4.3 The customer is responsible for the safety and security of bikes hired from the start of the hire until they are returned.

4.4 Mercia Cycles reserve the right to request a suitable Photo ID from the Hirer (which may be a photo driver's license, passport or similar). The ID may be kept for the duration of the cycle hire as a security of hire in lieu of a safe return deposit. The hirer is responsible for reclaiming such ID at the end of the hire period; if the hirer fails to do so Mercia Cycles cannot be held responsible thereafter for the safekeeping of the ID.

4.5 Hirers may be required to lodge a £100 safe return deposit for the Booking or to leave a personal photo ID. Should Mercia Cycles require a deposit then the Hirer shall agree to make an authorisation against a credit or bank card to the value of £100 against the Booking as security against damage and the safe return of all bikes covered by the Booking. This authorisation will be cancelled on the return of all bikes under the Booking subject to their condition being as at the start of the hire period.

4.6 If any of the bikes are damaged due to acts by the Customer during the course of the hire period then Mercia Cycles reserve the right to claim Hirer's safe return deposit at its discretion or to request the Hirer pay for the damage incurred.

4.7 If any of the bikes or equipment is stolen during the hire period the customer shall be liable for the replacement costs of the bikes or equipment.

4.8 Card Payments Bookings must be with a valid credit or bank card belonging to the Hirer

4.9 The minimum hire time is 60 minutes. Bikes may be hired by the minute. The maximum hire time will be determined by the number of hours the unit remain remains open on the day.

4.10 Hirers cannot hire bikes overnight and bike must be returned on the day of hire.

4.11 In order to conclude the Booking transaction, the Hirer will be asked to sign the hire form, ticket or pad that they have understood and accept the Terms and Conditions and that they accept their responsibility to inspect all bikes or equipment covered by the Booking are in safe working order (tyres are correctly inflated; the front and rear brakes are working properly and if applicable baby seat attached correctly and straps in good order). In addition the signature also shall indicate that the Hirer is satisfied that they and all Customers included in their Booking have been offered a suitable helmet in good condition for the purposes of personal safety

4.12 The time of hire for all bikes in the Booking will commence from the time that the Hirer signs to complete the Booking.

4.13 All Hirers and Customers using hired bikes shall be allowed a 10 minute Test Ride Period after the start of the Booking during which they may trial their bikes and equipment and return them if they are dissatisfied with any aspect of the bikes or equipment. In such circumstance Mercia Cycles would allow a non-chargeable extension to the hire period all bikes under the Booking to allow for the delay. Hirers returning outside the initial 10 minute test ride period to report dissatisfaction with any of the bikes or equipment hired may be subject to a surplus charge should the original hire period be exceeded due to such a delay (at the sole discretion of Mercia Cycles)

4.14 If the Hirer returns a bike after the Test Ride Period because they are dissatisfied with any aspect of the bikes or equipment, no credits or refunds will be due under the Booking.

4.15 Once the Hirer and Customers have left the immediate vicinity of the cycle hire Premises they become responsible for the return of bikes and equipment back to the Premises even if a bike(s) suffer a breakdown or puncture. Mercia Cycles do not offer a bike recovery service.

4.16 Bikes that are returned beyond the Booking Return Time will be charged for based on the hourly rate used for the Booking. The charge will allow for the Test Ride Period and the amount due will be calculated on the excess time used in minutes less the allowance for the Test Ride Period.

4.17 No credits or refunds will be given for any bikes hired under the Booking that are returned in advance of the agreed return time.

4.18 If for any reason any of the bikes breaks down; has a puncture or becomes otherwise un-rideable for a portion of the hire period then Mercia Cycles will repair or replace the bike affected and offer a proportionate extension of time to the Booking; alternatively a credit or refund shall be offered for that bike only on a pro-rata basis; such a credit or a refund will be at the discretion of Mercia Cycles. Mercia Cycles reserve the right to extend the offer of an extension of time to other bikes under the same Booking but are not obliged to offer a refund or credit for bikes which may be unaffected.

4.19 If any Customers under the Booking are unable to continue with their bike hire as a result of an accident, ill health or for any other reason there will be no entitlement to any refund or credit for any hire time that is unused and any credit or refund shall be at the discretion of Parkcycle.

4.20 No customer credits may be carried over to the next calendar year

4.21 Any refund agreed with the Hirer will be given on the same card that was used for the initial payment; or if the payment was in cash then cash may be used for the refund.

5. BIKE HIRE – ADVANCED BOOKING

5.1 All Advanced Bookings shall be fully paid for at least 24 hours in advance of the hire time and by 5pm at the latest on the calendar day preceding the day of hire

5.2 Any Advanced Booking discounts that may be offered by Mercia Cycles are only available subject to the payment being made in full and being settled at least 24 hours in advance of the hire time and by 5pm at the latest on the calendar day preceding the day of hire

5.3 The applicable Advanced Booking discount will apply to the gross booking hire amount.

5.4 Advanced Bookings are non-refundable; the time of hire can be amended up to 24 hours in advance of the hire time.

5.5 The Hirer may add bikes to the Booking at any time subject to bike availability. Amendments to add bikes to Advanced Booking should be paid for at the time of amendment.

5.6 If a Hirer wants to reduce the number of bikes in an Advanced Booking Mercia Cycles a credit or refund may be offered provided up to a maximum of 20% of the bike hire value of the Advanced Booking.

5.7 The Hirer and Customers included in the Advanced Booking should arrive at least 10 minutes prior to the requested hire time. No refund or credits shall be given on the Booking if the Hirer fails to arrive at the time expected

5.8 If Payment has been taken over the phone with a bank or credit card the Hirer should ensure that they have the card in their possession when arriving to hire the bikes as Parkcycle may choose to inspect the card used to make the Booking

5.9 Mercia Cycles do not guarantee that all bikes requested in an Advanced Booking will be available at the precise time that they have been requested although under our customer service policy we shall make reasonable endeavours to make sure Customers are able to start their hire period within a reasonable time thereafter.

5.10 If Mercia Cycles for any reason cannot provide any of the bikes that have been requested under an Advanced Booking then Mercia Cycles will either refund the hire amount for those bikes that cannot be provided or offer the Hirer the opportunity to re-book for an alternative time or to offer the Hirer a credit against a future booking.

5.11 Customers qualify for a group discount for Bookings that contain multiple bikes as set out in the Mercia Cycles Current Offers. The group discount shall be applied to the gross amount of the Booking

5.12 Any Advanced Booking Customer(s) that arrives at Mercia Cycles for bike hire and is judged by Mercia Cycles to be under the influence of alcohol or drugs shall be refused hire; and in such a circumstance the Mercia Cycles shall be under no obligation to offer a credit, refund or re-book option for the bike(s)

6. CODE OF BEHAVIOUR

6.1 All Customers must comply with all rules, directions and safety requirements which apply to bike hire or visiting the park; including the Royal Parks regulations (refer to 2.3 for links to the Royal Parks website).

6.2 All Customers must follow all reasonable written and verbal instructions and warnings given by the Mercia Cycles for their comfort and safety without objection. These include the code of "Conduct" and the "Mercia Cycles Rules and Advice" as set out in the Mercia Cycles customer leaflet.

6.3 Customers must not behave in a way which disrupts the safety or enjoyment of other persons in the Park or the safety and well being of animals.

6.4 Offensive, irresponsible or unsafe behaviour, theft or vandalism, will not be tolerated and the Hirer may forfeit any payments already made to Mercia Cycles including the safe return deposit (if applicable)

7. HEALTH AND SAFETY

7.1 Cycling is potentially hazardous – it is the Hirers responsibility to read and inform all other Customers included in the Booking of the safety guidance given by the Mercia Cycles staff, displayed at Mercia Cycles; that are on the Mercia Cycles website or as detailed in the guidance given by the Royal Parks (refer to 2.3 for links the Royal Parks website information).

7.2 Customers use the helmets provided.

7.3 The use of helmets for babies and children is compulsory (optional in child trailers) and the responsible adult to ensure helmets are fastened and worn at all times

7.4 Hirers and Customers should adhere to the conditions set out for the use of equipment in clause 3.3 and in particular not overload trailers, tag-alongs or baby seats.

7.5 Customers that may be old, unfit, pregnant or have any medical condition should consult a medical practitioner before using a hired bike

7.6 Hirers are primarily responsible for the safety and security of any children included in the Booking and ensure they are supervised at all times as per clause 3.5 and 3.6

7.7 If applicable the Hirer is responsible for ensuring any baby seats included in the Booking are used correctly and that any babies in the seats are properly strapped in and are wearing a helmet

7.8 If applicable the Hirer is responsible for ensuring children are secured with seat straps in any child trailer included in the Booking

7.9 All Customers using bikes should keep to the speed limits that are in force and set out by the Royal Parks. Any offence that may be notified to Mercia Cycles may mean that Mercia Cycles may choose to refuse any further bookings from the Hirer. Mercia Cycles will have no liability for any Penalty Fines that may be imposed by the Park Police on a Hirer.

8. PRIVACY & DATA

8.1 Mercia Cycles complies with the Data Protection Act 2018 and General Data Protection Regulation ((EU) 2016/679)

8.2 Any emails or mobile telephone numbers that are given to us in order to complete the Booking or to notify the Hirer of their Advanced Booking confirmation will not be used for promotional marketing purposes unless the Hirer has specifically given Mercia Cycles permission to do so in order to be kept updated of offers, promotions and events by Mercia Cycles.

8.3 Mercia Cycles will not hold any credit or bank card details other than for the duration of hire when the safe return hire deposit hire authorisation is active.

8.4 Any Customer data collected will be used solely for the purposes of management forecasting or management planning in relation to the business and be securely deleted at the time when the data is no longer needed.

8.5 No personal data or contact details will be passed to any third party for the purposes of marketing or for any other use.

8.6 Mercia Cycles undertakes to keep any customer data secure at all times

8.7 Mercia Cycles will comply with any written customer requests to delete individual data from the management database.

9. LIABILITY AND DISCLAIMER

9.1 There are inherent risks in the hiring and use of bikes. The Hirer as the person making the Booking and all Customers included in the Booking are accepting of those risks of which a prudent person is or should be aware and thus are required to exercise good judgement and act in a responsible manner whilst using the Park and the cycles or equipment supplied by Mercia Cycles

9.2 Except as otherwise prohibited by law Mercia Cycles is not liable to the Hirer or other Customers included in the Booking or any third party for damage, any loss, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunities, exemplary or punitive damages) whether to person or to property arising out of the bike hire, use of the Park or in attendance at the any Mercia Cycles sites, whether arising from default, negligence, misconduct or otherwise by the Mercia Cycles and that the Hirer indemnify Mercia Cycles against all claims and liability.

10. GOVERNING LAW

These Terms and Conditions are governed by and shall be construed in accordance with the laws of England. The Hirer irrevocably submits to the exclusive jurisdiction of the courts of England.

Mercia Cycles reserves the right to change these Terms and Conditions at any time without notice.