

All persons booking bike hire, hiring bikes or visiting any of the Parkcycle premises do so subject to the following Terms and Conditions:

## 1. GENERAL

- 1.1 By making a booking or hiring a bike (including any accessories, helmets, baby seats or tag alongs) or by entering any part of the premises, you (and anyone included in your booking) are deemed to have accepted these Terms and Conditions and have understood them to be binding on you. It is your responsibility to read and inform yourself and all persons included in your booking as to these Terms and Conditions.
- 1.2 It is your responsibility to read and inform yourself and all persons included in your booking the policies set out for cycling in the Royal Parks ([http://www.royalparks.org.uk/docs/The\\_Royal\\_Parks\\_Cycling\\_Policy\\_July\\_2008.pdf](http://www.royalparks.org.uk/docs/The_Royal_Parks_Cycling_Policy_July_2008.pdf)) and general the general regulations for users of the Royal Parks <http://www.royalparks.org.uk/regulations.cfm>
- 1.3 Parkcycle 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.
- 1.4 Operational hours are subject to change without notice and may be reduced or extended due to operational requirements.
- 1.5 Parkcycle reserve the right to change the designation of peak and off peak days; prices; discount offers, and peak and off peak rates at any time.
- 1.6 Parkcycle will use their reasonable endeavours to ensure that the Parkcycle operation(s) is (are) open for bike hire during the normal advertised opening hours. However, Parkcycle reserve the right, in their absolute discretion, whether for safety reasons or otherwise, to close operations, or to cancel bike hire bookings. In the event of such closure or cancellation, Parkcycle shall offer you an option to reschedule any bike hire bookings to an alternative date or a refund on any amounts paid for bike hire, but shall otherwise have no liability whatever, including no liability for consequential expenses, in respect of closure of Parkcycle or cancellation of bike hire bookings.
- 1.7 You are responsible for your own personal property and the property of those persons under your care or supervision whilst visiting Parkcycle
- 1.8 Parkcycle is the trading name of the cycle concession which is operated under license from the Royal Parks by Sterling Pub Company Limited of 35-37 Lowlands Road, Harrow-on-the-Hill, Middlesex, HA1 3AW

## Richmond Park

### 2. BIKE HIRE TERMS

- 2.1 You may only ride your bike within the confines of the Richmond Park.
- 2.2 You may only ride the bikes in the park on designated shared trails, paths and roads as laid down by Parkcycle and Richmond Park ("the Park"). Off road cycling is prohibited in the Park
- 2.3 You may only cycle within the designated speed limits in the Park which is 10mph for all paths and trails and 20mph on the main roads
- 2.4 Only persons over 18 years of age may make a booking for cycle hire
- 2.5 Children should be supervised at all times and should not be allowed to cycle unaccompanied without adult supervision
- 2.6 If there are children included within your booking you are responsible for the care, conduct and supervision of those children at all times. You are responsible for any acts committed by any children who are included within your booking.
- 2.7 You may not ride in a manner that endangers yourself, any other users of the Park or any animals in the park
- 2.8 No dogs shall be led from or tied to any of the bikes hired under your booking
- 2.9 Before hire you will be asked to confirm by signing the hire form or pad that you understand these hire terms and conditions and that you have inspected all bikes covered by the booking that all these bikes are in good 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) and that you and all persons covered by this booking have been offered a suitable helmet in good condition for yours and their personal safety
- 2.10 All bikes hired under your booking are hired by the hour in multiples of 60 minutes. The time of hire for all bikes in your booking will commence from the time that the hire form or pad has been signed by you.
- 2.11 All bikes hired under your booking must be returned prior to the agreed return time. Any bikes that are returned beyond the agreed returned time will be charged for on the basis of the first hours hire rate applicable for that day whether a peak or off peak day and that the charge will be made on a proportional quarter of an hour rate to the next quarter of an hour point.
- 2.12 No credits or refunds will be given for any bikes hired under your booking that are returned in advance of the agreed return time.
- 2.13 If for any reason any of the bikes under your booking has a puncture or breaks down rendering it unrideable for the remainder of the hire period then a credit or refund shall be given for that bike only, such a credit or a refund will be at the discretion of Parkcycle. If Pakcycle deem that the bike can be replaced or repaired within a reasonable time then no credit or refund will be offered, however Parkcycle will at their discretion extend the hire period for all bikes under the booking to take account of any time lost as a result of the breakdown interruption.
- 2.14 If any persons under your booking are unable to continue with their bike hire as a result of an accident, ill health or for any other reason, then they, you and anyone included in your booking will not be entitled to any refund or credit for any hire time that is unused.
- 2.15 You will be required to agree to a safe return deposit for your booking. You shall agree to make an authorisation against a credit or bank card to the value of £100 for your

booking as security against damage and the safe return of all bikes covered by your booking. This authorisation will be cancelled on the return of all bikes under your booking subject to their condition being as at the start of the hire period. If any of the bikes are damaged during the course of hire then Parkcycle reserve the right to claim the safe return deposit at their discretion.

- 2.16 Peak and Off Peak rates apply to the whole of that calendar date and the designation of Peak and Off Peak dates can be viewed at Parkcycle or on the website.
- 2.17 All payments for bike hire shall be made by a valid credit or bank card
- 2.18 Parkcycle reserve the right to request suitable ID for any persons making a booking
- 2.19 You will agree to supply a valid address when making a booking
- 2.20 Advanced booking shall be fully paid for in advance.
- 2.21 Any advanced booking discounts that may be on offer are only available subject to the payment being made in full and being made in advance
- 2.22 Advanced booking discounts shall only be applicable for bookings that are made prior to 5pm at the latest, on the calendar day preceding the requested hire day. Advanced booking discounts can be viewed on the price lists displayed at Parkcycle or on the website.
- 2.23 Any advanced booking discount shall be applied to the gross booking hire amount.
- 2.24 For advanced bookings you and all persons in your booking should arrive at least 10 minutes prior to the requested booking time.
- 2.25 No refund or credits shall be given if you or anyone included in your bookings cancels the booking or you fail to arrive at the time expected
- 2.26 Parkcycle do not guarantee that all bikes requested in your 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 you start your hire period within a reasonable time. However, if Parkcycle for any reason cannot provide any of the bikes that have been requested under an advanced booking then Parkcycle will either refund the hire amount for those bikes that cannot be provided or to book you for an alternative time or to offer you a credit against a future booking.
- 2.27 Group booking discount shall be applied to bookings that contain multiple bike units where a bike unit is defined as one of the following: - adult mountain bike; children's mountain bike; tandem; tag along; road bike; electric bike. The group discount shall be applied to the gross booking amount and the number of bike units over and above which the group discount is applicable is given on the Parkcycle pricelist available at Parkcycle or on the website
- 2.28 No customer credits may be carried over to the next calendar year
- 2.29 No bikes will be hired to any persons in your booking that may be judged by Parkcycle to be under the influence of alcohol or drugs. If the booking has been made in advance

**3. CODE OF BEHAVIOUR**

- 3.1 You must comply with all rules, directions and safety requirements which apply to bike hire, visiting the park or Parkcycle including the Royal Parks regulations.
- 3.2 You must follow all reasonable written and verbal instructions and warnings given by the Parkcycle without objection.
- 3.3 You 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.
- 3.4 Offensive, irresponsible or unsafe behaviour, theft or vandalism, will not be tolerated and you may forfeit any payments already made to Parkcycle

**4. HEALTH AND SAFETY**

- 4.1 Cycling is potentially hazardous to you and others – it is your responsibility to read and inform all others included in your booking of the safety guidelines displayed at Parkcycle and on the website and detailed in the guidance given by the Royal Parks in their cycling policies and on their leaflets.
- 4.2 It is highly recommended that you use the helmets provided for you and anyone else hiring bikes within your booking
- 4.3 If you are old, unfit, pregnant or have any medical condition that you consult a medical practitioner before hiring a bike
- 4.4 You are responsible for the safety and security of any children included in your booking
- 4.5 If applicable you are responsible for ensuring any baby seats included in your booking are used correctly and that any babies in the seats are properly strapped in
- 4.6 All babies in baby seats must wear a helmet
- 4.7 You and anyone included in your booking should keep to the speed limits that are enforced by the Park. Any offence that may be notified to Parkcycle may mean that we refuse any further bookings from you.

**5. PRIVACY & MARKETING**

- 5.1 Any emails or mobile telephone numbers that are given to us in order to complete the booking or to notify you of your advanced booking confirmation will not be used for promotional marketing purposes unless you have specifically given Parkcycle permission to do so in order to be kept updated of offers, promotions and events by Parkcycle.
- 5.2 No personal data or contact details will be passed to any third party for the purposes of marketing or for any other use.
- 5.3 Parkcycle complies with the UK Data Protection Act and as such is obliged to protect any data given to us.
- 5.4 Parkcycle 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.

## **6. LIABILITY AND DISCLAIMER**

- 6.1 There are inherent risks in the hiring and use of bikes. As a the person making the booking you and all those included in your booking are accepting those risks of which a prudent person is or should be aware and are required to exercise good judgement and act in a responsible manner whilst using the Park and the cycles supplied by Parkcycle
- 6.2 Except as otherwise prohibited by law Parkcycle is not liable to you or anyone else included in your booking or any third part, damage for 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 Parkcycle centre, whether arising from default, negligence, misconduct or otherwise by the Parkcycle and that you indemnify Parkcycle against all claims and liability.

## **7. GOVERNING LAW**

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

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

## **Summary Guide to Richmond Parks regulations for visitors**

The nine Royal Parks have a common set of regulations which set out what visitors should and shouldn't do. The following is a layman' summary of the main regulations, as they affect Richmond Park.

Under Park regulations it is an offence to:

- Interfere with a plant or fungus
- Climb or interfere with a tree
- Fish or take birds' eggs
- Worry or injure an animal or bird
- Feed or touch a deer
- Drop or leave litter
- Permit a dog to foul
- Fail to keep a dog under control or (where required) on a lead
- Permit a dog to chase, worry or injure a deer or other animal
- Cycle or roller skate except on designated paths
- Ride, drive or cycle dangerously
- Ride, drive or cycle at night without lights
- Drive above the 20 mph speed limit
- Park outside the car parks
- Play games or sport, fly a kite or model aircraft except in designated areas
- Carry on a trade
- Bathe in a pond

The full regulations are contained in The Royal Parks and Other Open Spaces Regulations are available via the Royal Parks website

<http://www.royalparks.org.uk/regulations.cfm>