



Cycle Hire Terms & Conditions

Bikes and Equipment can only be hired from Banjo Cycles via Newbury VIC on completion of a Booking Form. The signatory of the Booking Form is designated the Hirer. A Booking is made by the Hirer (hereinafter referred to as You) by submitting your completed Booking Form to the VIC (Visitor Information Centre) along with your Deposit.

Upon acceptance by the VIC of your completed Booking Form a binding contract is formed between You and Banjo Cycles on the terms and conditions set out below. We reserve the right not to accept or fulfill a Booking. All bookings are subject to availability. 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 to the VIC that he or she has the authority to make such Booking on behalf of the other person(s) (as the case may be). The Hire Period commences on the day the cycle(s) and equipment is collected by you and continues until the cycle(s) and equipment is returned to the VIC.

As signatory of this Booking Form you accept responsibility for ensuring that any and all members of the group included in the Hire covered by this Booking Form comply with the terms and conditions below.

1. Your responsibilities

1.1 You are responsible for ensuring that you are physically fit enough to undertake cycling any distance using the Banjo Cycles bike(s) you have booked. Banjo Cycles and Newbury VIC do not accept any responsibility for your failure to complete your Hire period due to lack of fitness, illness or injury. Banjo Cycles and Newbury VIC do not accept liability for death, personal injury, loss or damage to personal effects to any participant, nor can Banjo Cycles and Newbury VIC accept any responsibility for delays or changes to your period of Hire due to weather, strikes, war, terrorism or other causes.

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 Banjo Cycles and Newbury VIC advises the wearing of cycle helmets at all times during your Hire and provides a helmet with each cycle hired, the wearing of which helmet is at the discretion of the Hirer and rider.

1.3 You will ride your cycle responsibly at all times. You will not hold Banjo Cycles or Newbury VIC 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 Banjo Cycles and Newbury VIC 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 the VIC immediately of any loss, damage or theft to the hired cycles or equipment however caused. You will be responsible for paying Banjo Cycles the costs of reparation of any such loss, damage or theft.

1.7 You will not offer for sale, sell, dispose, mortgage, lend, pledge 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 will pay the VIC the total price for your period of Hire set out overleaf in the Booking Form in advance of the hire commencing.

2.2 Upon placing your Booking, payment in full will be made to Newbury VIC before the period of Hire commences.

2.3. A holding deposit of £100 per Hire will be required at the commencement of any hire period, but this may extend to a deposit to the value of the cycle(s) by credit or debit card payment or other surety as deemed sufficient by Banjo Cycles depending on Banjo Cycles assessment of the risk and the value of the equipment. This deposit will be returned at the end of the hire period provided that:

i) any cycles and/or equipment hired or used are returned in an undamaged condition to the VIC.

ii) any cycles and/or equipment hired or used are returned within the arranged hire period and at an arranged time and place to the VIC.

If these terms are not complied with, Banjo Cycles reserves the rights to charge reasonable charges until such time when cycles and/or equipment concerned have been returned to the VIC. 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 & allowed and is included in any hire price.

2.4. In all cases, the holding deposit can be used as a deposit against the costs or charges mentioned herein.

3. Our Liability To You

3.1 Banjo Cycles 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 clause 3.3 below.

3.2 Banjo Cycles 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 Except in respect of death and personal injury, in respect of which no limit of liability shall apply, Banjo Cycles total liability to you under this contract shall be limited to the total cost of your Booking.

3.4 Banjo Cycles shall have no liability to you if we are unable to fulfill a Booking due to an

event of Force Majeure.

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

4. General

4.1 These terms and conditions constitute the entire agreement between you and Banjo Cycles, 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.

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.