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**Terms and Conditions of Equipment Hire at Warmley Wheelers between you and Milestones Trust (The Agreement)**

**Definitions:**

**Conditions of Use**: the current conditions for the hire of Equipment displayed on site.

**Equipment:** specially adapted bicycles, bicycle helmets and high visibility tabards

**Hire Period:** the period for which the Equipment is hired by you

**Agreement:** the information provided and statement that needs to be signed to confirm agreement with the Conditions of Use

**Note**: We reserve the right to refuse the hire of the Equipment if (in our reasonable opinion), on the day of hire, the hire of the Equipment would pose a genuine risk to your health and safety, the general public, other users of the Equipment or our staff

1. **Equipment Hire**

By hiring the Equipment, you agree to the following:

* 1. that the information you provide is full and accurate and that you will advise Warmley Wheelers of any changes to your contact details so we can maintain the accuracy of our records
  2. if you are signing the Agreement on behalf of someone else you are signing as the Authorised Representative
  3. If the person using the equipment is under 18 you are an Adult (18 or over) signing for the hire and will be supervising the child throughout the visit
  4. That on anyoccasion you hire the equipment you feel well enough to use it. You accept that cycling carries its own risks and you agree to hire the Equipment on the basis that subject to *clause 3.2* you hire at your own risk

**Please note:** Hire of the Equipment is subject to availability and weather conditions and therefore cannot be guaranteed.

1. Title, risk and insurance
   1. The Equipment shall at all times remain the property of Warmley Wheelers
   2. We effect and maintain adequate insurance in respect of public liability cover for the use of the Equipment
   3. You agree not to offer or part with possession of the Equipment or allow anyone else to use it during the period of hire
   4. Payment for damage caused by you to the Equipment during your period of hire will be your responsibility and we reserve the right to pass on all reasonable costs for any Equipment repair directly to you using the information you have provided as part of these Terms and Conditions.
2. Liability
   1. Subject to *clause 3.2*, Our total liability to you under or in connection with this Agreement (including any liability for the acts or omissions of our employees, agents and subcontractors) shall not exceed £2 million
   2. Nothing in this agreement limits any liability which we cannot legally limit including but not limited to liability for:
      1. death or personal injury caused by our negligence
      2. fraud or fraudulent misrepresentation
   3. Subject to *clause 3.2*, shall not be liable to you:
      1. where you breach the terms of this agreement or our Guidelines; or
      2. for any indirect or consequential loss or damage
3. Data Protection
   1. We take your privacy seriously and have appropriate controls in place to safeguard information you provide us with, in line with requirements of the Data Protection Act 2018 and the UK General Data Protection Regulations (UK GDPR).
   2. We only request information we need and will store this securely. If you do not use the service for 12 months we will securely dispose of the information you have provided and will ask you to complete a new form if you start to use the service again.
   3. We have a legitimate interest in processing the data you give us for the purposes of providing the service. We may use the information to obtain payments in line with Clause 2.4 of this document and may use anonymised demographic data like postcodes and age ranges to support us in making grant applications to secure funding for the service. A full copy of the Milestones Trust Privacy Policy is available on our website and on request.
   4. From time to time we’d like to let you know about Warmley Wheeler events. You can let us know if you’d like this here by circling your preferences:
   * I do / do not wish to be contacted about Warmley Wheeler events
   * I would like to be contacted via: phone / email / text / post

**If you change your mind at any time in relation to 4.4 let us know and we we’ll stop contacting you about events**

By signing below, you or your Authorised Representative are agreeing to hire from us under the terms of this **Agreement** and in accordance with our **Conditions of use**.

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| **Equipment User Details**  **(needed for all persons using the Equipment)** | | | | | | | | | |
| **Name (print)** | | |  | | | | | | |
| **Signature** | |  | | | **Date** | | |  | |
| **Age range:** | **Under 18** (accompanied) | | | **18-24** | | | **25-65** | | **65+** |
| **Address** | | |  | | | | | | |
| **Contact Number** | | |  | | | | | | |
| **Email address:** | | |  | | | | | | |
| **Emergency Contact Details** | | | | | | | | | |
| **Name** | | |  | | | | | | |
| **Contact Number** | | |  | | | | | | |
| **Relationship to Equipment user** | | |  | | | | | | |
| **Authorised Representative’s Details**  (please complete if the Equipment user does not have capacity to sign themselves) | | | | | | | | | |
| **Name (print):** | | |  | | | | | | |
| **Signature:** | |  | | | | **Date** | |  | |
| **Contact Number:** | | |  | | | | | | |
| **Email address:** | | |  | | | | | | |
| **Relationship/Role:** | | |  | | | | | | |
| **Address:** | | |  | | | | | | |