



Cycles4all Terms and Conditions

We ask that all participants agree to accept a few basic codes of conduct to ensure that these sessions remain enjoyable and beneficial to all.

We ask that:

- *Participants maintain the ethos of these sessions being fun and inclusive (open to all)*
- *Participants do not engage in dangerous riding or racing at any time*
- *Participants do not use the cycles in a way that may cause damage to the cycles or other property*
- *Participants respect other users of the park and ride courteously.*

By booking a CYCLES4all bike you are agreeing to the following Terms and Conditions below:

CYCLES4ALL TERMS AND CONDITIONS

In these Terms and Conditions, the following terms have the meanings given to them below.

Session means an inclusive cycling session organised and facilitated by the Eastleigh Youth & Community Trust under the Cycles4all Project, including starter sessions and guided rides

Hirer means an individual booking a cycle session or responsible adult booking a cycle session and acting on behalf of one or more participants.

Free ride means an independent inclusive cycling ride for participants using the cycle paths on Fleming Park

EYCT means the Eastleigh Youth & Community Trust

Participant means a person who participates in an event and includes all individuals, groups and family members attending a cycle session

CYCLES4ALL means an inclusive cycling project run by EYCT

CYCLES4ALL's property means all and any of the property land and/or equipment that is owned leased loaned and/or supplied by EYCT, including for example all bikes, safety equipment, security equipment, bathroom facilities, and any other such property from time to time

CYCLES4ALL staff means EYCT staff deployed to assist in any aspect of events and administration

CYCLES4ALL volunteers means volunteers recruited or deployed by the EYCT to assist in any aspect of events and administration and **CYCLES4ALL staff and volunteers** means both EYCT staff and EYCT volunteers

Responsible adult means, as appropriate: a legal parent or guardian of a participant under 18; and any person appointed to act in a similar capacity as parent, guardian, carer, attorney or other decision maker on behalf of any participant who is under the age of 18 and/or lacks legal capacity for any other reason

1. The conduct and pastoral care of participants shall be the responsibility of the group leader any responsible adults in attendance, and not that of CYCLES4ALL staff and volunteers.
2. The group leader must ensure that participants behave appropriately at all times while on EYCT property and during a session.
3. The hirer must ensure that participants comply with the Highway Code, and that they show courtesy and care for other footpath and track users at all times, including passing walkers, other cyclists, and any animals slowly and carefully.
4. The hirer must ensure that participants co-operate with all reasonable requests made by CYCLES4ALL staff and volunteers, whether for participants' own or others' safety, for the successful management of the event, or otherwise. The hirer must take all other actions as necessary to avoid or mitigate any risk of injury or death to participants, CYCLES4ALL staff and

volunteers, third parties, or animals, however arising, and to avoid or mitigate any risk of loss or damage to property.

5. The hirer has primary responsibility for administering first aid to participants if necessary.
6. The hirer shall ensure that they bring any factors within their knowledge that might be likely to cause any safety hazard to a cycle session to the attention of CYCLES4ALL staff as soon as possible after becoming aware of it.
7. The hirer shall ensure that during events all participants wear appropriate and good quality safety helmets or the helmets provided by CYCLES4ALL, and any other safety equipment as reasonably requested by CYCLES4ALL staff and volunteers. The hirer confirms that where specialist or other bikes are supplied by the group leader it is the responsibility of the group leader to ensure they are in a safe and ride-able condition.
8. The hirer shall be responsible for the payment of any applicable fees..
9. The hirer shall ensure that participants shall wear ride-appropriate clothing and footwear.
10. The hirer shall make all reasonable endeavours to ensure that CYCLE4ALL's property is not damaged through any act or omission of a participant or otherwise and that all such property including bikes and safety equipment is restored to CYCLES4ALL staff at the end of the session.
11. CYCLES4ALL staff may curtail the session if in their opinion one or more participants' behaviour is or may be hazardous to that participant, the group, CYCLES4ALL staff or volunteers or third parties or animals or risks damage to or loss of property, where the hirer does not prevent or immediately control that behaviour.
12. CYCLES4ALL may cancel or curtail a session at any time because of actual or projected weather conditions or for any other reason that at the discretion of CYCLES4ALL staff would cause risk or hazard to participants or CYCLES4ALL staff or volunteers or to third parties or animals, and/or damage to or loss of property. Any fees paid cannot be refunded in these circumstances, but CYCLES4ALL will make reasonable endeavours to provide an alternative date for a similar event as soon as practicable.
13. Where a session is cancelled by a hirer within 24 hours of the booking, no refunds shall be given. No partial refunds shall be given if the actual attendance of a session is lower than that anticipated at the time of booking.
14. The hirer shall ensure that participants are as named on the booking form. In the event that any substitutions of participants are made prior to the start of an event the group leader shall ensure that CYCLES4ALL staff are made aware of this including the name of any substitute participant.
15. CYCLES4ALL staff are qualified in first aid and will carry a first aid kit in the hangar.
16. CYCLES4ALL will supply good quality bikes and helmets to participants (if participants do not have their own) and will ensure the proper maintenance of all bikes and other equipment provided to participants for their use at sessions.
17. EYCT will seek to comply at all times with all duties of care it owes to participants however arising in connection with a session, and nothing in these Terms and Conditions purports to limit any liability that cannot legally be limited, including liability for death or personal injury under the law of negligence. However, EYCT and EYCT staff shall not be liable for any loss of or damage to property or any injury to or death of participants, whether or not arising under the law of negligence or in contract, that does not arise from its own act or omission to act in accordance with its duties in the law of negligence and in contract. In particular, hirers are responsible for participants' behaviour during sessions as set out in these Terms and Conditions, and EYCT and EYCT staff shall have no liability in negligence or contract for any loss, damage, injury or death arising as a result of any action or omission by any participant or of the hirer or any responsible adult. Similarly EYCT and EYCT staff shall have no liability whether in negligence or contract for any loss, damage, injury or death arising from any acts or omissions of third parties or of

CYCLES4ALL staff acting outside the course of their employment or of CYCLES4ALL volunteers, nor as arising from any other event outside EYCT's reasonable control.

18. The hirer shall ensure that participants and where applicable responsible adults are aware that the EYCT is subject to access to information legislation, including all applicable freedom of information, environmental information, and data protection provisions.
19. Personal data collected in relation to CYCLES4ALL activities will be processed in accordance with current data protection and privacy legislation, including but not limited to the General Data Protection Regulation 2016, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations. A privacy notice as to how we process participants' personal information can be found here: [CYCLES4ALL PRIVACY POLICY](#)
20. These Terms and Conditions apply to hirers booking cycle sessions. Booking a session constitutes acceptance of these Terms and Conditions by the hirer. Where an hirer books a session he/she/they confirms that they have legal capacity to do so and that no responsible adult exists or has been appointed in respect of him/her/them.
21. Prior to the start of the event, the hirer shall ensure that and hereby confirms that all necessary consents whether in respect of participation in a session, the processing of personal data, or otherwise, have been obtained from each participant or, where applicable, his/her/their responsible adult.
22. Prior to obtaining the consents referred to in the paragraph above, the hirer shall ensure that all participant(s) (or his/her/their responsible adult(s), as applicable) are made aware of the risks of participation in a cycle session and of the content of these Terms and Conditions. These risks include serious injury and death, and loss or damage to personal property, and potential legal liability in negligence.
23. Following booking and prior to the start of the session the hirer shall also bring to the attention of all participant(s) (or his/her/their responsible adult(s), as applicable) any other information as requested by CYCLES4ALL staff including all relevant information as to clothing, conduct, safety, etc.
24. Hirers shall be responsible for the giving or obtaining of any consent or agreement that becomes necessary during or after a cycle session on behalf of participants. By allowing a participant to continue with a session the hirer confirms that all necessary consents have been obtained.

COVID-19 TERMS AND CONDITIONS

In response to the COVID-19 pandemic, we have introduced specific booking and safety measures in an effort to safeguard the health, safety and wellbeing of our customers and staff.

1. Cycle sessions shall be limited to single households or support bubbles until further notice.
2. By booking an activity with us during this time, hirers: confirm that participants will comply with all current government COVID-19 related government guidance including but not limited to social distancing and handwashing protocols whilst taking part in an event or on EYCT's property;
3. confirm that none of the participants has had COVID-19 symptoms or tested positive for COVID-19 in the last 21 days;
4. if a participant has ever tested positive for COVID-19, confirm that he/she/they have been symptom free for at least the last 14 days;
5. confirm that none of the participants has knowingly been in direct contact with anyone showing symptoms of COVID-19 in the last 21 days;
6. confirm that all participants (or where applicable his/her/their responsible adult(s)) understand that while the EYCT has introduced measures to minimise the risk of contracting COVID-19 virus, these risks cannot be completely eradicated, and CYCLES4ALL staff and EYCT are not responsible if a participant contracts COVID-19 at a cycle session or on or from EYCT's property;

7. give permission for CYCLES4ALL staff or volunteers to break social distancing protocols if at the discretion of CYCLES4ALL staff that is necessary in order to provide support, first aid or to carry out a rescue in respect of a participant;
8. agree that participant information is retained by EYCT for 21 days to aid contact tracing (participants' personal data will be processed in line with the privacy notice referred to above); and
9. consider and maintain personal safety at all times, including hand washing and limiting close contact to participants' own household/group/bubble.
10. Hirers are asked to raise, or ensure that group staff raise, any issues / learning-points noticed or encountered at an event with CYCLES4ALL staff or volunteers (to aid in providing safe and enjoyable events for future participants).

In addition, you will decide whether you and/or those in my care wear a helmet during the session. If wearing a helmet, it must fit properly (session staff can assist with this). You are responsible for any injury that may occur as a consequence of wearing, or not wearing a helmet.