

# MTB&B TERMS AND CONDITIONS

## TERMS AND CONDITIONS OF BIKE HIRE

### 1. General Issues

- a. These Booking terms and conditions apply to the booking of bikes from MTB&B.
- b. These booking terms and conditions contain important information concerning participation by you and members of your party and, accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these booking terms and conditions.
- c. No variation to these booking terms and conditions shall be binding unless agreed in writing by MTB&B.
- d. Any typographical clerical or other error or omission in any booking confirmation or other documentation issued by MTB&B (including any electronic documentation) shall be subject to correction without any liability on the part of MTB&B.
- e. MTB&B reserves the right to make changes to the activity whether to conform with any applicable safety or other statutory requirements or otherwise. This could include, but is not exclusive to, people who book an under 18 year old to ride without a riding adult, or under 14 year old on an electric bike.

### 2. Booking Confirmation

- a. No booking shall be deemed to have been accepted unless accepted in writing by MTB&B (which shall include the MTB&B/Velo Bikes email confirmation of booking). If you do not receive confirmation please email [info@MTB&B.co.uk](mailto:info@MTB&B.co.uk) and we will be happy to provide you with written confirmation.
- b. These booking Term and Conditions incorporate MTB&B Privacy Policy, and Risk Acknowledgement and Disclaimer which must be acknowledged before being allowed to undertake the Activity.
- c. You must advise MTB&B as soon as possible of any mistake in the MTB&B booking confirmation.
- d. MTB&B shall use its reasonable endeavors to ensure that you and your party's participation commences at the time booked and it shall be the responsibility of each participant to ensure that they arrive in sufficient time.

e. MTB&B will endeavor to deliver all booked bikes by 10am unless otherwise agreed, after this time we do not guarantee to hold your booking. If you are running late, and not be available to collect before this time you must contact us via phone on 01663 735484 and we will endeavor to save these bikes for you.

### **3. Safety**

a. MTB&B reserves the right to refuse admittance to the Activities or to remove a participant from the activities should it deem it necessary to do so. This includes a participant who is deemed to be under the influence of alcohol or drugs.

b. After the bike handover the user will not be directly supervised by an instructor. A participating adult must accompany under 18 year olds at all times whilst they are riding bikes. MTB&B recommends that one adult should supervise a maximum of 5 children when riding and this should be reduced if the participants are going onto technical riding. Participating adults must sign a Risk Acknowledgement and Disclaimer (see below) stating that he or she will accept responsibility for the safety of him or herself and for the supervision of children in his or her care.

c. All participants must be reasonably fit and healthy.

d. All participants are required to wear a helmet at all times whilst riding a bike.

e. The Activities are physically demanding and require a degree of fitness. If participants are in any doubt as to whether they should attempt the Activities they are advised to call MTB&B before booking.

f. MTB&B will take no responsibility for participants who have booked and then found the riding too difficult. Please note that we are based in the Peak District and the area is very hilly. If you are unsure please call or research your route prior to booking, staff members will be happy to advise you to the best of their ability to whether suitable routes are available.

g. If participants have medical concerns they are advised to consult their doctor in advance. Participants will be required to certify that they do not suffer any medical condition which would make it more likely that they would be involved in any incident which could result in injury to themselves or others. Due to the physical nature of the Activity MTB&B are unable to allow pregnant women to take part.

h. All Participants are required to act responsibly and courteously at all times and to respect other participants. MTB&B shall be entitled to prevent any person from undertaking or completing the Activity in the event it deems the behaviour of any participant unsuitable.

i. Participants must be dressed appropriately (see clause 4) and MTB&B reserves the right to refuse admittance to the activities to any participant who is not appropriately dressed.

j. The activities will remain open in most weather conditions (but not in circumstances of gales, lightning, and heavy ice or snow and severe flooding).

k. No refunds or compensation will be payable by MTB&B in the event that any participant is not permitted to, or decides not to, undertake or complete the Activities for the reasons set out in this clause.

#### **4. The Disclaimer**

The disclaimer is signed by all riding adults on collection of the bikes, and reads as follows...

I (the undersigned) wish to hire a bike for the purposes of cycling.

I am over the age of 18 years old, or am signing on behalf of the children under 18 years old listed below.

I have the authority of each child's (under 18 years old) parent/guardian to participate in the activity of Mountain Biking. All under 18 year olds must be accompanied by an adult riding a bike at all times.

From here on the word 'I' will be seen to mean the undersigned and all those under 18 years old named below.

I agree that safety helmets will be worn at all times when mountain biking. Riding without a helmet or misuse of any of the equipment will result in confiscation without compensation.

I understand that mountain biking is a physically challenging activity and accept that there is a risk of serious injury or even death in undertaking this activity.

I certify that to the best of my knowledge I do not have any medical condition which might make me more likely to sustain an injury.

To the best of my knowledge I am not pregnant.

I confirm that I am not under the adverse influence of alcohol or drugs.

I acknowledge that I am responsible for my own safety (and the safety of my possessions) whilst undertaking this activity, and that I am responsible for the safety of all under 18's listed below.

I understand and agree that if participating in guiding/coaching sessions that I do so entirely at my own risk. I have considered the nature of such sessions and agree to participate in a safe manner and follow all reasonable instructions from the guide/coach.

I agree that I am liable for any costs incurred by myself and/or my group/company in respect to loss or damage to the equipment hired by myself or my group/company, however so caused.

In the unlikely event of an accident, loss or damage to my personal effects, I acknowledge that MTB&B will not be liable for any direct or indirect loss, damage or injury arising from or in connection with this activity (except death or personal injury caused by MTB&B' negligence) and waive all and any claims against MTB&B in this respect.

In booking with MTB&B I acknowledge that I agree to everything stated in the above disclaimer, and I take responsibility for myself and take responsibility for any/all the children (under 18) listed under my supervision

## **5. Clothing**

a. It shall be the responsibility of all participants to ensure that they are dressed appropriately and MTB&B advises participants to wear clothing appropriate for the weather conditions and which they do not mind getting damaged. In particular the following restrictions shall apply:

- i. Participants may not undertake the Activity in open-toed or slip-off shoes.
- ii. Waists must be covered, and participants are advised to cover up as much skin as possible, weather dependent.
- iii. Jumpers must not be tied around the waist of any rider.
- iv. Baggy trousers, skirts or similar are not recommended, and care should be taken to ensure that a participant can ride without their garments catching in the wheels or drive chain. Such garments are not permitted for those riding on technical trails.

b. MTB&B will not be responsible for any damage to or loss of clothing or other personal items of persons resulting from participation in the Activities.

## **6. Cancellations**

- a. You shall be entitled to cancel your booking subject to MTB&B receiving your request for cancellation at least 48 hours before the booking start time. Any requests for cancellation must be made by telephone on 01663 735484 AND followed by a written email to info@mtbandb.co.uk. You shall be entitled to a full refund in the event of a cancellation under this clause.
- b. After 48 hours prior to commencing your booking, MTB&B will offer no refund for any booking, but will endeavor alter the time and date to an acceptable time and date for MTB&B and yourselves. This must be taken within 12 months from the original booking.
- c. MTB&B shall be entitled to cancel your booking at any time. In the event that MTB&B decides to cancel your booking it shall use its reasonable endeavors to notify you as soon as possible. You shall be entitled to a full refund in the event of cancellation under this clause but no other compensation shall be payable. This does not include cancellation in respect to clause 3:b, 3:g, or 3:l, which will in-cure no refund.
- d. In the event that it proves necessary to close the Activities for reasons beyond the control of MTB&B and in circumstances where your party has commenced participation in the activities, you shall not be entitled to any refund (in part or in whole). In such circumstances MTB&B may, but shall not be obliged to, offer alternative dates or times at reduced rates.
- e. MTB&B will not refund any full day hire, if the participants have already paid for the full day, but return within the half day time period.

## **7. Group Bookings**

- a. All group bookings of 10 or more participants (that are not booked via the website by the participants) will only have a confirmation of the booking once an email has been received from the participants with the details of the group and a confirmation email has then been received from MTB&B.
- b. Once a group booking has been confirmed, the cancellation policy is the same as that in clause 6
- c. Once an invoice has been issued to a group, this is counted as a promise of payment and should therefore be paid in full unless the group has cancelled up to 48 hours before in writing. In this case the Invoice will be seen as null and void.
- d. All groups will be bound by the same terms and conditions as all other participants, as laid out in this document.

## **8. Price, Payment and Deposits**

a. Subject to any terms agreed in writing between MTB&B and you, our charges shall be calculated at our current rates and payment in full shall be due at the time of booking. The charges include the cost of purchasing the activities, and includes helmet hire and maps. Payment may be made either via the website [www.mtbandb.co.uk](http://www.mtbandb.co.uk) via credit/debit card via phone Invoices for group bookings are available on request but will only be issued with prior arrangement.

b. If required, a deposit will be held at the time of payment. The deposit is in the form of a pre-authorisation on a credit / debit card. This is in fact reserving the funds on that card and not drawing the funds from the account. Funds will be drawn on if the bike is returned damaged or is lost / stolen during the hirers rental period.

c. Only the cost of repair or replacement will be taken from the deposit. For avoidance of doubt, if this amount is lower than the total deposit the balance will not be taken from the credit or debit card.

## **9. Refunds and Amendments**

a. Payments made by debit or credit card will be refunded to the same card or, if the card has subsequently expired, by cheque. Payments made by Gift Voucher will be refunded by the issuing of a replacement Gift Voucher to the same value.

b. Where multiple forms of payment are used, MTB&B reserves the right to refund any monies due on a refund or amendment by credit or cheque.

## **10. Liabilities**

a. Except as otherwise provided in these Booking Terms and Conditions MTB&B shall not be responsible for the loss, or damage, of or to any property or to any person arising from the booking of or participation in the Activities.

b. Except as otherwise provided in these Booking Terms and Conditions any liability of MTB&B shall be limited to the refund of any charges paid to MTB&B.

c. Nothing contained in these booking Terms and Conditions is intended to nor shall limit the liabilities of MTB&B in respect to death or personal injury caused by the negligence of MTB&B or of its employees, agents or contractors.

## **11. Miscellaneous**

- a. If any of these terms are determined to be illegal, invalid or otherwise unenforceable it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and continue to be binding and enforceable.
- b. Nothing above shall confer on any third party any benefit or the right to enforce any of these Booking Terms and Conditions.
- c. These Booking Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales and MTB&B and you submit to the exclusive jurisdiction of the courts of England and Wales.

#### MTB&B WORKSHOP TERMS AND CONDITIONS OF SERVICE

If you decide to use us for repairs or servicing, all work and components must be paid for using cash or card once all the work is completed.

All customers will be issued with a receipt itemising labour and components.

We will give you an estimate for all work required when we see your bike for the first time. If parts or extra work is required once we get started on your bike we will get in touch for your approval.

All our work is guaranteed for a period of six months excluding wear and tear, however, if it goes wrong we'll endeavor to help to put it right! Please note, if you require new parts, this is not included in your guarantee, unless parts are under warranty.

We accept no responsibility for any loss, costs, injury or death as a result of any upgrades, alterations, adjustments, repairs or servicing carried out after one of our services/repairs.

All bikes repaired and/or serviced are test ridden by the mechanic who carries out the work prior to collection/delivery. You will also be asked to test ride the bike when you collect it – any problems please let us know and we will resolve any issues immediately.

If you have left your bike in our care, we will phone or email to confirm the work has been carried out. If you have not heard from us within a month, please call the shop for an update (in case of an incorrect phone number or email address). If we have called you regarding drop off of your bike, we expect you to be available for receipt within 1 week unless you have advised us otherwise. If we do not hear from you we will charge you for the storage of your bike at a cost of £5 per week. If you have not collected your bike within 12 months from the completion date of your bike, we reserve the right to recoup the cost of our storage, repair and parts. This could result in us selling your bike to receive the money.

If you are provided with a bike to use whilst we repair yours, we expect it back in the same condition that it was loaned. Any loss or damage must be paid for in full prior to your bike being returned. We do not offer a 'like for like' loan bike service but we will endeavor to supply you with a 'close fit' to your biking needs.

MTB&B is a trading entity of Bloom FM Limited, registered in England and Wales 10554151. VAT registration number 265200727.