

POOL BIKES TERMS AND CONDITIONS

These are our terms and condition for use of the Blythe Valley Park Pool Bikes (BVP Bikes) and must be agreed and signed before bike usage can take place.

1. THE CONTRACT

These terms and conditions ("Terms") apply to your use of the Blythe Valley pool bikes, Hire registration and hire service («the Service»). Please ensure you read and understand these Terms prior to registering for the Service. By signing and ticking the box to signify your consent to these Terms you agree to be bound by them; if you do not agree to these Terms please do not register for or use the Service. Upon registration for the Service a contract based upon these Terms will be formed between you and IM Properties (BVP 1) Limited (Registered Company No. X with registered office at IM House, South Drive, Coleshill, B46 1DF.

If at any time you have a query or a complaint in relation to the Service, please contact Blythe Valley Park one of the following methods:

Email: Security@blythevalleypark.uk
Telephone: 0121 733 3421
Postal Address: The Gate, International Drive, Solihull B90 4WA.

For general details and information about the Service please visit our website: <http://www.blythevalleypark.co.uk/about/BVPBikes/>

The following definitions are used in these Terms:

"Approved Employee" means an individual confirmed to BVP Pool Bike team as (i) being employed or engaged by the Employer and (ii) meeting the Employers published criteria for subsidy of such Members use of the Service;

"BVP Bikes(s)" means the bicycle(s) hired by the Member using the Service;

"Dock" means the dock where the bicycles are stored and from which Members may hire BVP Bikes;

"Member" means a person who has registered for the Service by supplying us with certain personal details, signed and agreed to terms and conditions and has provided an approved email address;

"you" means the Member;

2. REGISTRATION FOR MEMBERSHIP

To register as a Member and user of BVP Bikes, you must complete the registration process on our website, supplying the personal information requested; and (ii) provide, in the course of registration, your approved email address & contact number (which you must verify) BVP Bike Hire will confirm to you within a reasonable time of your application to register whether your email address is accepted for registration.



3. CHARGES

There is no direct charge for use of the BVP Bikes, but each Member takes responsibility for any damage which occurs when the bike is in use.

4. CONDITIONS OF USE FOR MEMBERS

Any BVP Bikes dispensed from the BVP Bike Hire by a Member must be used solely by that Member and no other person.

The Member must not use the BVP Bike on-road or outside of the areas marked on the BVP Bikes webpage. BVP Bikes are only to be used in the country park, pavements and footpaths at Blythe Valley Park. The BVP Bike should not be used for racing, pace making, nor testing the BVP Bikes reliability and speed.

BVP Bikes can be used for a maximum of 1 hour and must be returned to the dock at the end of the hour usage. When contacting the Bike team for hire, you will be allocated a time slot, bike number, dock door number and four digit pin code. This will allow the member to access the bike. Members must adhere to their allocated time slot, and bike number when using the BVP Bikes.

5. MEMBERS OBLIGATIONS

It is the Member's responsibility to update the BVP Bike team with any changes to their information and personal data held by the BVP Bike team during their Membership. The personal data which is collected for use of the BVP Bikes will only be used for legitimate marketing uses associated with the BVP Bikes. If Members wish to remove their data, they will need to contact the BVP Bike team. Any updates or changes to data must be made via an email to securityblythe@googlemail.com

You are personally responsible for:

- (i) all your belongings whilst using the Service;
- (ii) ensuring the PIN number issued to you by BVP Bikes is kept private and confidential;
- (iii) observing all applicable laws and regulations when using the Service, including but not limited to, these Terms and the Highway Code;
- (iv) taking reasonable care of the BVP Bikes you use as part of the Service;
- (v) returning the BVP Bikes in the same condition to that when you removed the BVP Bikes from the Dock (fair wear and tear excluded);
- (vi) your use of the BVP Bike
- (vii) replacing the BVP Bike into the bay of the Dock in accordance with instructions (as shown on the BVP Bikes webpage)
- (viii) ensuring that the bay door is closed and locked after removing and/or replacing a BVP Bike
- (ix) ensuring that your registration details (in particular your mobile number) held by BVP Bikes are current and up-to-date;
- (x) using the Docks and BVP Bikes made available during the Service in



accordance with the instructions provided by BVP Bike Hire and with all reasonable care and attention to your own and other peoples safety.

Helmet: You must wear a protective helmet which will be provided by BVP Bike hire as part of this service. If there is any damage which makes the helmet unwearable, the Member must inform the BVP Bike team immediately, if the member still chooses to use the bike without a helmet, they do so at their own risk. However, we strongly recommend that you wear a helmet whilst hiring a BVP Bike.

You must take appropriate care of yourself and the BVP Bike when removing and returning the BVP Bikes from the Dock. It is your responsibility to ensure that the BVP Bike is located and stored in, or removed from, the Dock bay and that the door is shut immediately. If a Member persistently leaves bay doors open that will constitute a material breach of these terms allowing BVP Bike Hire to terminate the Members Membership.

You agree not to deposit the bicycle in public anywhere other than in the BVP Bike Dock and not at any point during the hire to leave the bicycle unattended in public, even if the bicycle is secured by chain or lock. BVP Bikes left chained or otherwise locked in public places are extremely likely to be targeted by thieves. You may be charged by IM Properties (BVP 1) Limited for any loss of any BVP Bike during the period of use by you.

Bicycles from the Dock in Blythe Valley Park must be returned to the same Dock in that location. No item other than a BVP Bike may be deposited in any bay at any Dock.

You shall communicate to BVP Bike Hire any loss, theft, deterioration or incident that occurs in relation to the Service, the BVP Bike Hire, the BVP Bikes(s) or any other related matter during the period of use by you.

In the case of a fault in respect of the BVP Bike, the Member must return the BVP Bike to the Dock and report the failure in accordance with the below instructions.

In the case of a fault please contact the helpline (0121 733 3421) quoting your name, the bike number and associated fault. If there is another bike available for hire at this point you can switch your booking.

If it is impossible for the Member to move the BVP Bike to a Dock, then the Member shall contact the emergency helpline (0121 733 3421) to request advice on the course of action to take. You must never abandon a BVP Bike for any reason.

6. BVP BIKE HIRE OBLIGATIONS

Please note that sometimes all or part of the Service will not be operational due to circumstances outside of our control. We reserve the right to change the advertised dates and hours of operation of the Service without giving you notice.

We cannot guarantee either that there will always be a BVP Bike available for your use at the Dock. BVP Bike Hire will endeavour to ensure all bicycles made available for hire are maintained to a reasonable standard and are fit for their purpose.



BVP Bike Hire's procedures are designed to ensure that any faults are reported promptly by both Members and BVP Bike Hire employees responsible for maintenance of the bicycles. BVP Bike Hire will carry out regular checks on all bicycles but Members shall ensure that BVP Bike Hire is informed (by following the faults procedure online) of any irregularities as soon as the Member becomes aware of the same.

LIMITATION OF LIABILITY - PLEASE READ CAREFULLY

Subject to the remainder of this clause 6 if either BVP Bike Hire or you fail to comply with these Terms, neither of us shall be liable for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms. Loss or damage is foreseeable if it was an obvious consequence of the breach or if it was contemplated by you and us at the time we enter into this contract.

The Service is only supplied for personal and non-commercial use: this means that you may not rent out or otherwise permit other people to use BVP Bikes accessed by you in the course of this contract, for commercial purposes or gain and without limiting this you agree not to use the Service for any commercial, business or re-sale purpose. Subject to the remainder of this clause 6 below, neither of us shall be liable to the other for losses that result from a failure to comply with these terms which fall into the following categories:

- (i) loss or damage incurred as a result of any claims made by a third party;
- (ii) loss of profits;
- (iii) loss of goodwill;
- (iv) loss of business opportunity;
- (v) loss of anticipated savings;
- (vi) loss of income or revenue; or
- (vi) any waste of time.

Nothing in these Terms excludes or limits in any way the liability of either party for:

- (i) death or personal injury caused by the negligence of that party;
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any other matter for which it would be illegal or unlawful for that party to exclude or attempt to exclude its liability.

7. TERMINATION OF MEMBERSHIP

Members may terminate their BVP Bike Hire Membership immediately at any time.

If at any time a Member fails to comply with these Terms BVP Bike Hire may either:

- (i) suspend that Members use of the Service for such period until the Member complies with these Terms; or (ii) terminate that Members membership of the Service by written notice to the Members email address with immediate effect.



8. DATA PROTECTION

All personal data about you will be processed in accordance with our privacy notice, which can review via www.blythevalleypark.co.uk

The data controller in relation to personal data a Member supplies is IM Properties Plc, (Registered Company No. 3456022), with registered office at IM House, South Drive, Coleshill, B46 1DF. Members hereby consent to IM Properties Plc processing any personal data that a Member provides. IM Properties will maintain all the personal data a Member gives as part of its records to assist BVP Bike Hire to maintain and improve the administration and management of the BVP Bike Hire scheme.

BVP Bike Hire confirms that where it is obliged to do so by law it will disclose certain personal data to the authorities for reasons of security and law enforcement.

9. INSURANCE

You acknowledge and understand that BVP Bike Hire cannot take responsibility for your actions whilst you are using the Service and cycling on a BVP Bike. We therefore strongly recommend that you arrange insurance in relation to your use of the Service. BVP Bike Hire do not maintain any insurance in respect of your use of the Dock or the BVP Bikes via the Service.

10. BREAKDOWN, ACCIDENT & THEFT

Breakdown

The Member has fifteen minutes from removing a bicycle from a bay to inspect the bicycle to ensure it is in full working order. If it is not in full working order the Member must email BVP Bike Hire using the fault reporting procedure.

Any breakdown, fault or damage of a bicycle must be reported at the earliest opportunity to BVP Bike Hire by email in accordance with the fault reporting procedure set out at <http://www.blythevalleypark.co.uk/about/BVPBikes/>

If a problem arises that prevents or limits the use of the bicycle or that may compromise any person's safety, you must immediately cease using the BVP Bike, immediately notify BVP Bike Hire team via the fault reporting procedure set out at <http://www.blythevalleypark.co.uk/about/BVPBikes/> and follow BVP Bike Hire's instructions.

You will provide a brief description of the fault to BVP Bike Hire upon request.

You must not attempt to repair any BVP bicycle or commission any third party to repair any BVP bicycle.

If the BVP bicycle is so badly damaged that it cannot be deposited in a bay at a Dock, you must call the emergency support line on 0121 733 3421.

Accident

If you have an accident, you should not admit responsibility without informing



BVP Bike Hire and should:

- (i) note down the names and addresses of everyone involved, including any witnesses;
- (ii) make the bicycle secure and inform the police immediately if anyone is injured or there is a disagreement as to the facts; and
- (iii) call the BVP Bike Hire emergency number on 0121 733 3421/ 07796 713089 or alternatively, if it is not an emergency please contact BVP Bike Hire via email at: securityblythe@googlemail.com

Theft

If the bicycle is stolen during a period of hire by you, you should:

Note down the exact location and time of theft, name and addresses of any witnesses and inform the police immediately. The police will issue a crime number that should be carefully recorded and retained. Email BVP Bike Hire as soon as possible on: securityblythe@googlemail.com

In respect of any accident or theft, you must provide accurate statements and co-operate with all BVP Bike Hire's reasonable requests for information and/or documentation.

11. DAMAGE AND MISUSE

You may be charged for loss, damage to or misuse of any BVP bicycle used in the course of the Service.

As a precautionary measure, BVP Bike Hire may suspend the Service to any Member in respect of whom it has received a report of a lost, stolen or damaged bicycle until such time that the damage has been properly investigated.

In cases of frequent loss, severe damage or multiple cases of lesser damage, BVP Bike Hire reserve the right to prohibit the Member from further use of the Service.

If a Member breaches these Terms BVP Bike Hire reserves the right to give a Member's personal details to Customs and Excise, the Police, or any other relevant organisation in contemplation of any legal proceedings pursued by BVP Bike Hire. By accepting these Terms you consent to our passing your personal details to such third parties in those circumstances.

12. AMENDMENTS

Our support staff, representatives, contractors, and agents do not have authority to make individual exceptions or variations to these Terms. Any variation to these terms must be signed in writing by a Director of BVP Bike Hire.

BVP Bike Hire reserves the right to amend these Terms from time to time as it sees fit or necessary.



When any changes to the Terms are made Members will be notified of the proposed changes by email using the contact details most recently provided by the Member. A Member may indicate acceptance of the new Terms by continuing their Membership of BVP Bike Hire beyond 28 days after the date of being notified of the change or by written confirmation (either by post or by email or both).

If a Member wishes to decline the proposed changes to the Terms, they may do so at any time within 28 days of being notified of the change by terminating their BVP Bike Hire Membership.

13. FORCE MAJEURE

We will always try to run a reliable Service but BVP Bike Hire shall not be liable for either a failure to perform or delay in performing any of its obligations if, and in so far as, performance is delayed, hindered or prevented by any event beyond the reasonable control of BVP Bike Hire.

14. GENERAL

If any court or competent authority decides that any of the provisions of these Terms is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms which shall continue to be valid to the fullest extent permitted by law.

If we fail at any time while these Terms are in force to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights and remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

Only you and we have rights under these Terms. No other person shall have rights under these Terms. You may not transfer any of your rights under these Terms to another person.

15. GOVERNING LAW

These Terms shall be governed by English law and if any dispute arises between us and you wish to commence or continue court proceedings, you must do so only in the English courts.

