1. **Introduction**

## These Terms and Conditions apply to your registration to, and/or use of, the Bike Library scheme provided by Positive Youth. The arrangements for your registration and use of the Bike Library are with Positive Youth.

## If you have an enquiry or complaint, or experience a problem using the Bike Library, please contact Positive Youth.

# User Terms and Conditions

## In these Terms and Conditions some words have a special meaning as set out below:

### Additional User is a person as defined in paragraph, Additional User of these Terms and Conditions and who is either an Additional User of a User or a Casual User (as applicable)

### Bike Loan Period is one of the following periods of time, to be arranged in accordance with paragraph 3 (Bike Loan Period) below, during which you and each Additional User may use the Bike Library:

#### 3 days – Tuesday – Friday

#### 5 days – Friday – Tuesday

#### a week / fortnight or longer by mutual agreement

### Bike or Cycle is a Cycle Hire bicycle.

### Member is a person who uses the Bike Library on a casual basis and is registerd with the scheme as a method of identification and provids us with certain personal details

### Tips for Safer Cycling are the tips for safer cycling as set out on the government website at [tfl.gov.uk/cycle-hire](http://www.tfl.gov.uk/cycle-hire) and as updated from time to time.

### ‘We’, ‘our’ and ‘us’ refers to Positive Youth.

### ‘You’ refers to a Registered User.

## Our staff, contractors and agents have no authority to make individual exceptions or amendments to these Terms and Conditions.

## In these Terms and Conditions we refer to various policies that we have established in connection with the operation of the Bike Library. These policies are available on request from us.

## All personal data about you and any Additional User will be processed in accordance with data protection protocol, which will be presented for your review and acceptance before you submit any personal information to us.

## We may amend these Terms and Conditions, from time to time.

1. **Registration**
   1. To register as a Member you must:
      1. be aged 18 years or over or have your application signed by a parent or carer;
      2. ensure that all data provided by you is accurate;
      3. select a Bike Loan Period;
      4. agree to these Terms and Conditions.
   2. We reserve the right to refuse your registration to the Bike Library and use of a Cycle, in accordance with the provisions of our User Policy.
2. **Bike Loan Period**
   1. You will be required to agree a Bike Loan Period.
   2. The Bike Loan Period shall commence when you accept responsibility for the bike.
   3. Your (and each Additional User's) right to use Bike Loan shall automatically expire at the end of the relevant Bike Loan Period.
   4. When the Bike Loan Period has expired:
      1. you can renew your loan;
      2. you can return the bike to a Donation Centre or contact the Bike Library to arrange collection.
3. **Additional Users**
   1. When arranging a Bike Loan Period you may arrange a Bike Loan Period for you and for up to 3 persons or for each person who is a member, to use the Bike Library during the relevant Bike Loan Period, provided that such persons are authorized by you to use the Bike Library (each person being an Additional User).
   2. You are responsible for:
      1. each Additional User and any of their actions when using a Bike. This means that you must ensure that each Additional User complies with these Terms and Conditions and all other published requirements of the Bike Library from time to time and that each Additional User has due regard to the Tips for Safer Cycling.
      2. ensuring that each Additional User understands that we may require certain information about their use of a Cycle, in accordance with paragraph Your obligations below.
4. **Period of Use**
   1. Cycles should not be used for more than the agreed period, during which time you are responsible for its security.
   2. You (and each Additional User) must return the Cycle to a Donation Station or arrange collection, ensuring the bike is secure.
   3. The Period of Use shall be determined using the data recorded on our systems and that data shall be proof of your (and each Additional User's) Period of Use.
5. **Availability of Cycle Hire**
   1. We will always try to run a reliable service. Sometimes part or all of the Bike Library will be unable to operate for reasons beyond our reasonable control. We reserve the right to change the advertised dates and hours of operation of the Bike Library without giving you prior notice.
   2. During certain periods, the Bike Library may be heavily used so we cannot always guarantee to:
      1. have a cycle available for use by you (or an Additional User's);
      2. have collection points or delivery available.
   3. If you are unable to return a Cycle(s) to a Donation Station of your choice due to circumstances, you should contact Positive Youth to arrange extending loan, an alternative Donation Station or collection.
6. **Your Obligations**
   1. You are personally responsible for:
      1. each Cycle that you and each Additional User uses;
      2. all items that you and each Additional User transport on a Cycle or in a Cycle basket and;
      3. the bike’s security, preventing it from theft at all time.
   2. From time to time, we may require information in respect of use of a Cycle by you  
      and any Additional User. At our request, you agree to provide:
      1. your name and address and the name and address of each Additional User;
      2. details of each journey, including the date and time that you and each Additional User used a Cycle and route taken.
   3. When using a Cycle, you and each Additional User must:
      1. comply with these Terms and Conditions and all applicable laws;
      2. have due regard to the Tips for Safer Cycling;
      3. check that the Cycle (including, without limitation, the tyres, brakes, saddle and bell) is road worthy;
      4. abide by the Highway Code;
      5. observe all traffic signs and signals;
      6. use the Cycle reasonably, considerately and responsibly;
      7. take reasonable care of the Cycle;
      8. when returning a Cycle to a Donation Station is secure to avoid theft of and damage to the Cycle ;
      9. return the Cycle in the same condition as it was collected (except for fair wear and tear).
   4. You **must not**;
      1. leave the cycle unlocked or unsecured during the Period of Use;
      2. leave a Cycle unattended;
      3. give, lend or sell the Cycle to any other person (other than an authorised Additional User) or allow any other person (other than an Additional User) to use a Cycle;
      4. damage, deface or vandalize the Cycle, Donation Station or any of our equipment or property in any way;
      5. Load the following:
         1. Cycle basket with a load of more than 10 kilograms or any object which overhangs the basket;
         2. Cycle with a total weight of more than 115 kilograms;
         3. Cycle with more than one person at a time;
         4. Cycle basket with any animals, children or persons;
      6. carry the following:
         1. Dangerous, hazardous or flammable substances;
         2. Any object that is likely to cause injury to you (or an Additional User) or injury or offence to any other person;
         3. Any object that is likely to cause damage to the Cycle, any other person or property;
         4. Any object that is prohibited by law.
      7. use the Cycle for racing or stunt or trick-riding;
      8. dismantle or tamper with the Cycle (or in any way attempt to do so);
      9. add or attach trailers to the Cycle;
      10. use the Cycle in an anti-social manner, i.e. a manner that causes or is likely to cause harassment, alarm or distress to others.
   5. If you (or an Additional User) experience any problem with a Cycle during the Period of Use that prevents you (or an Additional User) from continuing to use the Cycle or returning it to an available donation station, please contact Positive Youth. If you (or an Additional User) experience any problem and are able to safely continue to use the Cycle and return it to a donation station, please report the problem to us.
7. **Public Liability Insurance**
   1. Personal Accident Insurance is not included. You may wish to take out your own insurance for this. Some cycling organisations include it in their membership benefits.
   2. Positive Youth and the Bike Library are not responsible for accidents or damaged caused to either the cycle user or third party while you or an Additional User are using a loaned bike.
   3. While using a Cycle, you (and each Additional User) must comply with these Terms and Conditions and cycle sensibly in order to avoid any events that could create a claim under the Public Liability Insurance.
   4. If you (or an Additional User) are involved in an accident or damage or injury is caused to someone or something while using a Cycle, you (or the Additional User) must:
      1. Stop cycling when safe to do so;
      2. telephone the Contact Centre;
      3. notify us of the accident and any resulting damage to the Cycle;
      4. give instructions as to who to contact in respect of any claim under the Public Liability Insurance.
8. **Bike Return** 
   1. You must return a bike within 24 hours.
9. **Non-Return and Damage** 
   1. If a Cycle is returned after the Maximum Period of Use or is lost or stolen during the Period of Use, we may terminate membership.
   2. If a Cycle is damaged during the Period of Use, then depending on the extent of the damage to the Cycle, we may terminate membership.
   3. We will exercise our rights under this paragraph 11 in accordance with the Non-Return/Damage Policy.
10. **Cancellation and amendment**
    1. If you are a Registered User with a web account, you may amend or update your registration details directly by loaning your account on-line.
    2. If you are a Registered Member, you must notify us of a change of your address as soon as it is practical to do so.
11. **Exclusion and suspension**
    1. If at any time you (or an Additional User) do not comply with these Terms and Conditions and/or any applicable laws or fail to have due regard to the Tips for Safer Cycling while using a Cycle, we reserve the right to exclude or suspend you (and/or an Additional User) from using Cycle Hire in accordance with the User Policy.
    2. Information obtained by the police regarding non-compliance with these Terms and Conditions, any applicable laws and/or the Tips for Safer Cycling while you (or an Additional User) are using a Cycle may be disclosed to us and we may use such information to exclude or suspend you (or an Additional User) from using Cycle Hire.
12. **Complaints and disputes**
    1. As part of our standard enquiry and complaints handling process, we will:
       1. record details of all enquiries and complaints that we receive; and
       2. consider and respond to each enquiry and complaint in accordance with our Complaints Handling Policy.
    2. These Terms and Conditions shall be governed by English law.
    3. If any disputes arise between you and us and you want to take court proceedings, you must do so at a court in the United Kingdom.
13. **Other information**
    1. Only you and we have rights under these Terms and Conditions. No other person shall have any rights under these Terms and Conditions.
    2. You may not transfer any of your rights under these Terms and Conditions to any other person.
    3. If there is a conflict between the English version and any translation of these Terms and Conditions, the English version shall apply.