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

**Definitions:**

**Conditions of Use**: the current conditions for the hire of Equipment, and is displayed at the Warmley Wheelers site.

**Equipment:** push bicycles (including specially adapted bicycles for additional needs), push bicycle locks, helmets and high visibility and any other accessories provided to you by us.

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

1. Equipment Hire
   1. By hiring the Equipment you agree to the following:
      1. that the information you provide is full and accurate;
      2. if you are signing this Agreement on behalf of someone else (where someone does not have the capacity to consent to the terms of the hire) you must sign as the Authorised Representative. you agree to use the Equipment responsibly at all times throughout the period of Equipment hire and will act in accordance with the terms of this Agreement and in accordance with our Conditions of Use;
      3. you accept that cycling on a public highway 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.
   2. Hire of the Equipment is subject to availability and weather conditions and therefore cannot be guaranteed.
2. Title, risk and insurance
   1. The Equipment shall at all times remain our property.
   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. 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.
3. 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; and
      2. fraud or fraudulent misrepresentation.
   3. Subject to *clause 3.2*, shall not be liable to you where:
      1. you breach the terms of this agreement or our Guidelines; or
      2. for any indirect or consequential loss or damage.
4. Data Protection
   1. We will comply with all applicable requirements of Data Protection Legislation. A copy of our privacy policy is available on request.
   2. We shall, in relation to any Personal Data (as defined in Data Protection Legislation) processed in connection with the performance by Us of our obligations under the Agreement:
      1. only process Personal Data to the extent necessary to perform our obligations under this Agreement;
      2. only process Personal Data in accordance with any documented instruction given by you under this Agreement and provided from time to time, unless the processing is prohibited by law
      3. not transfer or permit the transfer of Personal Data outside the European Economic Area without your prior written consent; and
      4. implement and maintain appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Legislation to ensure the protection of the rights of data subject.
   3. We reserve the right to refuse the hire of the Equipment if (in our reasonable opinion) 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.
5. Governing law and jurisdiction

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

By signing below you (and 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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| --- | --- |
| **Your Details** | |
| **Signature** |  |
| **Name (print)** |  |
| **Date** |  |
| **Date of Birth** |  |
| **Address** |  |
| **Contact Number** |  |
| **Emergency Contact Details** | |
| **Name** |  |
| **Contact Number** |  |
| **Relationship** |  |
| **Authorised Representative’s Details** | |
| **Signature** |  |
| **Name (print)** |  |
| **Date** |  |
| **Contact Number** |  |
| **Relationship/Role** |  |
| **Address** |  |