

Community Cycle Hub Bookings - Terms and Conditions

Booking / Delivery Procedure:

- a) Complete online booking form at <https://solihullonthemove.co.uk/get-moving/cycling-in-solihull/>
- b) Submit required documents, i.e. Risk Assessment, Insurance & Qualifications.
- c) Booking confirmation sent by Solihull Council to the hirer.
- d) Hirer collects keys, delivers session & returns keys to key holder venue.
- e) Hirer submits basic attendance data to Solihull Council (essential for monitoring hub usage and reporting to funders).

Terms and Conditions:

All persons booking the community cycling hubs, to hire the bikes or deliver cycling activities are subject to the following Terms and Conditions:

1. GENERAL

- 1.1 By making a booking or by entering any part of the premises, you (and anyone included in your booking) are deemed to have accepted these Terms and Conditions and have understood them to be binding on you. It is your responsibility to read and inform yourself and all persons included in your booking as to these Terms and Conditions.
- 1.2 Solihull Council aim to provide high quality bikes for group bookings to hire for free. To achieve this at a reasonable cost we ask our service users to treat the equipment responsibly.
- 1.3 Operational hours are subject to change without notice and may be reduced or extended due to operational requirements. Operational hours can be found on the 'Cycling in Solihull' website page and will vary depending on time of year/daylight hours.
- 1.4 Solihull Council will use reasonable endeavours to ensure that the community cycling hub operation(s) is (are) available for group bike hire during the normal advertised opening hours. However, Solihull Council reserve the right, in their absolute discretion, whether for safety reasons or otherwise, to close operations, or to cancel bike hire bookings. In the event of such closure or cancellation, Solihull Council shall offer you an option to reschedule any bike hire bookings to an alternative date but shall otherwise have no liability whatsoever, including no liability for consequential expenses, in respect of closure of the community cycling hubs.
- 1.5 Hirers are responsible for Solihull Council property throughout the duration of their bookings. In respect to the cycling hub, keys, and all associated equipment. Missing equipment/keys and theft must be reported as soon as it's identified by contacting Solihull Active 0121 704 8207. All bikes are security marked and registered to the online national Bike Register.
- 1.6 Hirers are responsible for their own personal property and all participants are responsible for their own personal property whilst visiting the cycling hubs. No personal property is to be left onsite at the hubs.
- 1.7 All cycling activities delivered from the cycling hubs must be free of charge to participants. Requests for chargeable sessions may be considered dependent on the nature of the cycling activities offered, e.g. charitable events, etc. – email chargeable requests to: solihullactive@solihull.gov.uk to be considered.

2. BIKE AND EQUIPMENT USAGE

Booking Based Information:

- 2.1 Before hire you will be asked to confirm that you understand these hire terms and conditions on the booking form. Your booking will not be accepted without this.
- 2.2 Please note: Supporting documents must be submitted at time of booking:
 - 2.2.1 Cycling Activity Risk Assessment (template available on request/website)
 - 2.2.2 Proof of Public Liability Insurance (only required once annually)
 - 2.2.3 Proof of qualifications/training to safely deliver cycling activity (only required once annually)
 - 2.2.4 Proof of DBS & child safeguarding training (only required if the session includes unaccompanied under 18s, i.e. where parents/guardians/carers are not required to stay onsite and are not participating themselves)
- 2.3 Only persons over 18 years of age may make a community cycling hub booking.
- 2.4 Only persons associated with a local group, club or local/national organisation and trained volunteers/coaches/instructors (e.g. cycling activators, ride leaders, bike maintenance champions, etc.) may make a booking. This is to help ensure the validity of the booking and the security of the cycling hubs.



- 2.5 Hirers will agree to supply a valid phone number, email address and postal address when making a booking and name their associated group, club or organisation.
- 2.6 Hirers are responsible for the collection and the safe return of the community cycling hub keys from named key holders/locations. Sign in/out procedures will be in place for the keys.
- 2.7 All bikes/equipment hired under your booking must be returned prior to the agreed return time.
- 2.8 Bikes must not be used by any persons in your booking that may be under the influence of alcohol/drugs.
- 2.9 Bookings will last up to a maximum of 3 hours. Please factor in approx. 15 minutes for pre-ride checks/participant set up, and 15 minutes for cleaning down, return of bikes into the hub and key return. Please be aware there may be another booking straight after yours.
- 2.10 If your booked session involves riding on public highways, you must ensure participants are aware of the route, associated risks and are experienced enough to ride the route safely. You will be expected to hold a qualification that covers on-road provision, be able to demonstrate/evidence experience, and hold Public Liability Insurance covering on-road provision. Please note: the importance of safeguarding/DBS if unaccompanied under 18s are participating and check to make sure your insurance covers under 18s.

Pre-Session Checks

- 2.11 Hirers are responsible for inspecting all bikes covered by the booking and checking that all bikes are in good working order before usage. This safety check is vital before a bike is given to a participant, M check guidance is in place and signage is displayed at each hub (e.g. tyres are correctly inflated, the front and rear brakes are working properly, etc.)
- 2.12 Hirers must ensure that all bikes given to participants are of a suitable size and saddle heights adjusted correctly for each individual to ride comfortably.
- 2.13 Bikes and helmets will be available to participants. All equipment should be returned in the condition it was hired and stored back in its correct position before leaving the hub. All faulty/damaged equipment must be reported by hirers. Participants can bring/use their own bikes/helmets to sessions but must be subject to a basic safety check.
- 2.14 Use of helmets is recommended but not compulsory for adults and under 18s. As the hirer you must ensure that helmets are offered to participants before the start of each session. Please note: If you are providing sessions on behalf of/associated with a specific organisation their rules/guidelines on use of helmets must be complied with, e.g. British Cycling - helmets are compulsory for under-18s, and recommended but not compulsory for adults. If participants are using a helmet from the cycling hub, the hirer must check that it is in good condition and of the correct size/fitting before being given out/used. All participants should be made aware that failure to use a helmet as recommended may in certain circumstances invalidate some insurance policies.
- 2.15 Hirers to ensure that all participants (including parents/carers/guardians of under 18s & vulnerable adults) are aware that they take part in activities at their own risk, and any hazards/risks are explained to them before start of sessions.
- 2.16 Hirers to advise participants on appropriate clothing depending on the weather/ride conditions, and to recommend high visibility clothing/jacket/eye protection.
- 2.17 Any helmets in use should not have been involved in a crash impact. All damage to helmets must be reported by hirers so replacements can be ordered as necessary by Solihull Council.

During the Session

- 2.18 Hirers are responsible for the safe delivery of the cycle activities for which they have hired the hub, e.g. led cycle rides, social cycling groups, bike maintenance workshops, come try events, etc.
- 2.19 All participants must be instructed not to ride in a manner that endangers themselves, or any other users/members of the public.
- 2.20 Under 18s must be supervised at all times and should not be allowed to cycle unaccompanied without adult supervision.
- 2.21 If there are unaccompanied children and young people aged under 18 included within your booking, as the hirer you are responsible for their care, conduct and supervision at all times. If under 18s are accompanied by their parent/guardian/carer, then this adult is responsible for them – hirers must ensure the accompanying adult is aware of this. For unaccompanied under 18s, the hirer is responsible for any acts committed by any children/young people who are included within their booking. Incidents must be reported, and appropriate action taken, e.g. the individual not being allowed to take part in future sessions.
- 2.22 Hirers must ensure the container keys are safe whilst in their possession and lock the container once all equipment has been distributed to participants. Missing keys to be reported asap to Solihull Council.



2.23 Hirers to advise all participants to ensure that the bike they're using is within sight of them at all times.

Post-Session

- 2.24 The hirer is responsible for the return of all equipment, which is to be returned and placed in its original position within the cycling hub (as per the floor plan) and the hub locked.
- 2.25 The cycling hub keys must be returned by the hirer to the key holder once the hub has been securely locked.
- 2.26 The hub is to be kept tidy and all rubbish to be taken away by hirers at the end of each booking and disposed of in the correct manner.
- 2.27 A cycling session register or participation form (available on the website) must be completed by hirers for all bookings and returned as soon as possible to Solihull Active post-session. This formalises the end of your booking and provides important information about the usage and sustainability of the cycling hubs. Please note: Repeat bookings will not be approved if monitoring and evaluation forms are not being submitted.
- 2.28 If applicable, fault reporting, accident reporting and/or first aid equipment re-ordering forms are to be completed and sent directly to Solihull Council, via solihullactive@solihull.gov.uk.

3. CODE OF BEHAVIOUR (INCLUDING PARTICIPANTS)

- 3.1 Hirers and participants must comply with all rules, directions and safety requirements that apply to cycling hub bookings, including the code of conduct.
- 3.2 Hirers to instruct participants to behave appropriately during sessions as per the code of conduct and safely deliver their session as per their cycling activity risk assessment.
- 3.3 Hirers to instruct participants that there is to be no racing, wheelies or other bike tricks to ensure safe sessions are delivered.
- 3.4 Participants must follow all reasonable written and verbal instructions and warnings given by hirers/ session leaders. It is the hirer's responsibility to ensure participants are aware of the code of conduct.
- 3.5 Hirers and participants must not behave in a way, which disrupts the safety or enjoyment of other persons.
- 3.6 Offensive, irresponsible or unsafe behaviour, theft or vandalism, will not be tolerated and you may forfeit any future hire arrangements and further action may be taken.

4. HEALTH AND SAFETY

- 4.1 Cycling is potentially hazardous to you and others – it is the hirer's responsibility to read and inform all others included in your booking of safety guidelines.
- 4.2 All hirers booking and using the community cycling hubs must have their own activity risk assessment in place.
- 4.3 All Solihull Council cycling activities will be delivered in line with Solihull Council's cycling activity risk assessments.
- 4.4 A Solihull Council venue risk assessment is in place and available on the website <https://solihullonthemove.co.uk/>. Hirers to ensure this is read, understood and control measures are adhered to.
- 4.5 An accident report form must be completed in the event of an accident, incident or near miss occurring and sent to solihullactive@solihull.gov.uk asap and within 48 hours of the booked session.
- 4.6 A fault report form must be completed should any equipment be found to be faulty and sent to solihullactive@solihull.gov.uk.
- 4.7 All hirers to be aware of safe manual handling techniques and to be cautious when moving equipment, ensuring it is within their capabilities or asking for help if necessary. Care and attention must be paid when removing/replacing equipment from the cycle hubs, with particular consideration given to bikes that will be leaning up against the sides of the container/against each other.
- 4.8 All hirers are responsible for ensuring space is clear and safe during their booking and that equipment is put away in an orderly fashion before locking and leaving the venue. The hub floor plan must be followed to ensure safe bike and equipment storage.
- 4.9 Hirers are required to explain any risks to participants if they are inside the venue and removing or replacing equipment. No under 18s are allowed to help remove equipment from the hub for their personal safety.
- 4.10 All participants must be offered a helmet whilst riding for their personal safety. These can be borrowed from the cycling hub and if used must be correctly fitted.
- 4.11 Hirers must carry out pre-ride safety checks (e.g. Bike M checks/fitting and helmet condition check/fitting) before giving out equipment to participants.



- 4.12 Any participants that are pregnant or have any medical conditions should be advised to consult their GP/health professional before taking part.
- 4.13 Hirers are responsible for the safety and security of any children included in their booking.
- 4.14 First aid equipment is available at each hub. If administering first aid please be aware and stay up to date with the latest guidance www.nhs.uk/conditions/first-aid/. Training can be provided upon request.
- 4.15 Hirers to ensure they have access to a mobile phone when onsite, for their own personal safety.
- 4.16 Hirers are not to give out/use faulty or out of order equipment and will clearly mark it. Reporting any faulty equipment as soon as possible post session.
- 4.17 In the event of severe adverse weather conditions, e.g. extreme sun, rain, wind, snow or black ice – Hirers must review the risks and cancel their own sessions as appropriate, advising participants of the cancellation.
- 4.18 Measures to minimise the spread of infectious diseases are in place; these must be followed by all service users. The measures in place are:
 - Cleaning materials are made available at each hub, hirers to clean down touch points before and after session, participants to clean down bikes and other equipment before and after use.
 - For ventilation, container doors must remain wide open whilst any individuals are inside the shipping container.
 - No more than two people to be inside the shipping container at any one time.
 - First aid and additional personal protective equipment (PPE) is located at each hub.
- 4.19 Hirers to inform Solihull Council when cleaning materials, PPE and first aid supplies are running low and replacements are needed.

5. PRIVACY AND MARKETING

- 5.1 Solihull Council complies with the UK Data Protection Act and GDPR, and as such is obliged to protect any data given to us.
- 5.2 No personal data or contact details will be passed to any third party for the purposes of marketing or for any other use.
- 5.3 Any emails or telephone numbers that are given to us in order to complete the booking or to notify you of your advanced booking confirmation may be used for promotional marketing purposes unless you have specifically denied Solihull Council to do so.

6. LIABILITY AND DISCLAIMER

- 6.1 There are inherent risks in the hiring and use of bikes. As the person making the booking you and all those included in your booking are accepting those risks of which a prudent person is or should be aware and are required to exercise good judgement and act in a responsible manner whilst using community cycling hubs and Solihull Council's bikes and other equipment.
- 6.2 All participants must be informed and understand the risks of participation and consent to voluntarily take part in the activities. This includes consent from parents/carers/guardians of under 18s and vulnerable adults.
- 6.3 All participants must follow any safety warnings or instructions displayed or given by the hirer or other person organising the activity. The participants are responsible for using the bikes and other equipment safely and as directed.
- 6.4 In the absence of any negligence or other breach of duty by Solihull Council, the use of our bikes and other equipment, or facility is entirely at the participant's own risk and Solihull Council shall not be responsible for and disclaims all liability for any loss, liability, damage, injury or expense of any nature whatsoever which may be suffered by you, your party or any third party (including your company), as a result of your access and use of the community cycling hubs.
- 6.5 Helmets are available for every booking; we strongly recommend everyone wears a helmet. You and everyone in your group assumes full responsibility for their decision whether to wear a helmet and any repercussions which occur as a result of taking this decision. All participants should be made aware that failure to wear a helmet as recommended may invalidate certain insurance policies.



Appendix 1:

'M' Check Guidance



Bike Safety: The 'M' Check

Regular 'ABC' Check that should be done before every ride

- A = Air (inflated tyres?)
- B = Brakes (front & rear ok?)
- C = Chain (seizing, slipping or rusting?)

