

Peddle My Wheels (PMW) Terms and Conditions for Bike Loan schemes

Please take the time to read these and email info@peddlemywheels.com if you are not clear about any part of them. We have kept them as short as possible so please read them for your own protection.

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1. The Agreement

(a) This is entered into on the peddlemywheels.com website and the terms and conditions of the Bike Loan are accepted by the Customer's confirmation to proceed to the loan of the bike.

(b) Bike and accessories cover all items received from PMW by the Customer and will sometimes be referred to as 'Goods' for the purpose of these terms.

(d) The Customer uses the Goods subject to the terms of this Agreement.

2. Bike Loan Schemes

(a) PMW operates various cycling schemes with London councils.

(b) The Customer may receive Goods from PMW if they meet certain criteria related to one of these schemes.

(c) The Customer must adhere to the conditions of the scheme to ensure they can continue to use and keep the Goods. Each scheme will have separate requirements for the Customer and the Customer must agree to these before they receive a bike.

3. Bike delivery

- (a) The goods will be received by the Customer at the agreed address at an agreed date and time.
- (b) The Customer must be present to take delivery.
- (c) A helmet and lights must be included with all deliveries of Goods to ensure compliance with PMW's insurance.
- (d) The Goods shall at all times remain the property of PMW, and the Customer shall have no right, title or interest in or to the Goods (save the right to possession and use of the Goods subject to the terms and conditions of this agreement).
- (e) The Customer must check that the bike (including without limitation, the tyres, brakes, saddle, bell and accessories such as child seats) is roadworthy before riding it. If the Customer has any concerns over the roadworthiness of the bike they should not ride it and contact PMW immediately.

4. Return of bike

- (a) The Goods must be made available to be collected by PMW on the agreed date, if any.
- (b) PMW will collect the Goods from the Customer at a time agreed with the Customer and this must be at an address within a London borough.
- (c) Returned Goods should be in full working order. Any repair work required for issues beyond what would be considered 'reasonable wear' will be charged at market prices.
- (d) 'Reasonable wear' - no damage to any part of the bike but small marks, scratches will be acceptable. Any parts that require replacing will be charged at market value.
- (e) Any goods not returned will be charged at RRP as advertised on the PMW website.

5. Damages or theft

- (a) The Customer must accept the gold rated lock supplied by PMW and use it in the manner shown by the PMW representative.
- (b) From the date of delivery until the Goods are collected the customer is responsible for the Goods and will be liable for the cost of repairing any damage to the Goods.

(c) The customer should carry out basic maintenance until the Goods are collected which includes, but not limited to, keeping tyres inflated, not leaving the bicycle outside in the rain for prolonged periods and not using the bicycle if there are any concerns as to its road worthiness. The Customer must contact PMW immediately if they have any concerns over its road worthiness.

(d) Theft – PMW will insure the Goods. If your bike is stolen, you need to contact the police immediately (within 24 hours) to obtain a crime reference number. You should then contact PMW (info@peddlemywheels.com) as soon as possible with the details.

(e) The Goods should not be transferred, sold, offered for sale, or hired to any other person.

(f) The Goods should not be used for any unlawful or commercial purposes.

(g) The Customer should not allow the Goods to be confiscated, seized or taken out of its possession or control under any execution or other legal process, but if the Goods are so confiscated, seized or taken, the Customer shall notify PWM and the Customer shall at his/her sole expense use best endeavours to obtain an immediate release of the Goods and shall pay to the PWM on demand any losses, costs, charges, damages and expenses incurred as a result of such confiscation.

6. Ownership

(a) The Goods are at all times owned by Peddle My Wheels.

7. Maintenance

(a) The Customer should not carry out any alterations or enhancements to the bike without prior permission from PMW.

8. Cycle Skills Session

(a) The Customer may be entitled to a free up to 2-hour cycle skills session when the bike is delivered depending on the council.

(b) The Customer must use the bike and helmet (unless they have their own) delivered by PMW for the cycle training.

(c) PMW is not responsible for any injury or any loss or damage to any property which is not caused by an instructor's negligence and PMW takes no responsibility whatsoever for any injury or damage to any property on the way to or from the lesson.

(d) PMW may, at any time, refuse to continue to train the Customer if their behaviour or ability level is deemed to be unsuitable.

(e) The Customer acknowledges that having taken training it does not necessarily follow that it is safe for them to ride a bicycle. To become a proficient cyclist it takes much more practice than lessons of this kind can provide.

9. Liability

(a) The restrictions on liability in this section applies to every liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

(b) Subject to 9 (c), the PMW's total liability (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed the amount paid for the bike loan.

(c) Nothing in this agreement limits any liability which cannot legally be limited including but not limited to liability for death or personal injury caused by PMW's negligence.

(d) Subject to 9(c), PMW shall not be liable under this agreement for any indirect or consequential loss or damage.

(e) The Customer will be expected to act in a responsible way when using the Goods including following the UK road traffic laws at all times. If minors are using the Goods the Customer will be responsible for their supervision.

(f) Subject to clause 9(c) PMW are not responsible for any injury or damage caused by the Customer's use of a bicycle. The customer acknowledges that PMW cannot take responsibility for the Customer's actions whilst they are using the bike. Our Goods are machinery and components and there is an inherent risk associated with using them, including due to malfunction no matter how well they are maintained. These risks are not always obvious, and they may cause property damage, injury or even death to you and others. Subject to the above, by using the Goods, you agree you understand these risks, that it is your responsibility to use our Goods safely. You are responsible for any harm you cause to other people or property (unless something we did or didn't do was the actual cause of such harm.)

(g) All bicycles are checked by qualified mechanics before they go to the Customer but once they leave our workshop we are unable to guarantee that damages cannot occur. The Customer agrees that they use the bike at their own risk.

10. PMW's responsibilities

- (a) To ensure the customer receives the correct sized bicycle and any accessories as ordered.
- (b) To assist the customer with cycle related queries.
- (c) To collect the bike if required..

11. Privacy Policy

We will only use your personal information as set out in our Privacy Policy: <https://www.peddlemywheels.com/assets/uploads/files/privacy-policy.pdf>

12. Force Majeure

(a) PMW shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks the either party may terminate this agreement by giving 7 days' written notice to the affected party.

PMW reserves the right to amend the terms from time to time as it sees fit or necessary.

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