# **Terms & Conditions for cycle hire from Woodovis Park**

(Please note bike hire from Woodovis Park is provided jointly between Woodovis Park and Dartmoor Electric Cycles)

Please read this information carefully before making a booking with us.

# **PAYMENT and DEPOSITS**

The cost of any activity includes the items and services outlined in the activity description. Any current price list replaces all previous price lists. All prices quoted are in Sterling (GBP). In order to confirm a booking, full payment is required. This payment is non-refundable if a cancellation is made less than 48 hours before the hire is due to commence, but it can be transferred to a booking for a later date.

# **CANCELLATIONS and REFUNDS**

Should you need to cancel a booked activity, you will have the option to re-book a new date and no charge will be made for this. A refund of any payments will only apply if cancellation is made in writing or by email no less than 48 hours from the date of the activity.

While every attempt is made to ensure that an activity runs as scheduled, we reserve the right to cancel or amend before or on the day of the activity. In these circumstances customers who have made payments will be offered either a full refund or another booking on a different date. Unfortunately, in these circumstances we cannot compensate for the cost of travel or accommodation in connection with the activity you have booked through us.

#### **CLIENT CONSENT**

Each participant is required to sign a Consent Form before the activity they have booked commences which confirms they understand the nature of the activity, the risks involved and a declaration of any medical pre-conditions that may affect participation.

# **SAFETY**

Participants must be aged 14 years or over. Participants are expected to comply with all the safety guidance and instructions given by Woodovis Park or Dartmoor Electric Bicycles. A safety briefing will take place before the start of every activity and there will also be an opportunity for participants to familiarise themselves with how their bike operates. All participants are expected to be able to cycle safely on public roads and be able to follow the Highway Code (in particular the 'Extra Rules for Cyclists' (Rules 187-211). If you choose to decline the helmet provided, or do not wear it as advised, you will be deemed to have accepted full responsibility for this decision. In the event of a breakdown, Woodovis Park or Dartmoor Electric Bicycles will make every effort to repair or replace the equipment for the client. Equipment provided by Woodovis Park or Dartmoor Electric Bicycles must not be used whilst under the influence of drink or drugs.

## **INDEMNITY**

Whilst Woodovis Park and Dartmoor Electric Bicycles will make every effort to ensure the safety of all individuals, cycling is a potentially hazardous pursuit. By accepting these terms and conditions, you acknowledge the risks involved and agree it is ultimately your responsibility to ensure your own safety, behaving responsibly and within your own capabilities.

Participants agree to indemnify Woodovis Park and Dartmoor Electric Bicycles, its employees, agents, and any person connected with this business from any liability whatsoever resulting in personal injury (whether fatal or otherwise), loss, damage and expense caused.

#### **INSURANCE**

While Woodovis Park and Dartmoor Electric Bicycles endeavours to minimise risk in all its activities, clients must accept that injuries and accidents can happen. We strongly recommend that you have insurance in place providing adequate medical, personal accident, loss of belongings & cancellation cover. Woodovis Park or Dartmoor Electric Bicycles cannot be held responsible for your own illness, injury or loss/damage of your belongings while participating in an activity using our equipment.

#### **HEALTH**

Participants should ensure they are in good general health and that their choice of activity is within their capabilities. Information relating to the health status of participants is required as part of the booking and consent form process which declares all prior injuries, serious illnesses and medical conditions.

If participants have any doubts about their fitness, they should contact Woodovis Park or Dartmoor Electric Bicycles before booking and if necessary seek advice from their doctor. Woodovis Park and Dartmoor Electric Bicycles reserves the right to refuse a booking or prevent a participant taking part on an activity they have booked if it is considered detrimental to the health and safety of themselves or other participants.

### **FORCE MAJEURE**

Woodovis Park and Dartmoor Electric Bicycles shall have no liability or pay any compensation whatsoever in respect of any delay or failure in delivery of any of its stated activities or of any of its other obligations due directly or indirectly to any cause whatsoever outside its reasonable control including but not limited to acts of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes or other industrial disputes, unusually severe weather or energy supplies.

# **LIMITATION OF LIABILITY**

Woodovis Park and Dartmoor Electric Bicycles limits its liability to the maximum extent permitted by law as follows;

- It shall have no liability for any loss or damage suffered by the customer or any other person
- As a consequence of any defect in any product caused by abnormal conditions of storage, treatment or handling or any negligence or wrongful act on the part of the customer or its employees or agents
- Any failure to perform any part of its obligations in these terms and conditions caused by circumstances beyond its reasonable control

# **INTELLECTUAL PROPERTY**

Copyright and all other intellectual property rights in the products and services shown in Woodovis Park and Dartmoor Electric Bicycles price lists, brochures and other literature shall remain at all time the property of Dartmoor Electric Bicycles.