



# Terms & Conditions

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## **The Hirer(s) / Client (named on the Hire Agreement) agree to hire the cycle(s) specified.**

- The Hirer(s) agree(s) to accept total responsibility for the safe custody of the cycle(s) and accessories during the period of the hire against any loss or damage howsoever caused and that they will ensure that they and members of their party will return all items in the condition that they were hired within the specified time and date.
- The Hirer understands that loss or damage to the equipment will result in the loss of all/part of the deposit.
- Late returns will be charged at £5.00 per hour or part thereof. Refunds can not be given for elements of unused hire between the agreed hire period. Damage and losses exceeding the deposit will be charged in addition to the deposit at cost.
- The Hirer accepts total and sole responsibility for themselves and other members of their party for the activity for which they are undertaking.
- Quench (UK) Ltd (The Company) advises hirers that cycling can be hazardous which can result in injury / death. Hirers should ensure that they and members of their party cycle within their capabilities at all times and that suitable eye, body and head protection is worn.
- The Hirer confirms that they nor any member of their party are not under the influence of alcohol or any drugs. The Company reserves the right to refuse hire or withdraw services based on its own judgement.
- The Hirer accepts that The Company cannot be held liable for any loss, damage or injury howsoever caused and that the suitability of tracks, maps and way marks for cycling cannot be guaranteed.
- The Company advises that hire cycles are not used on the north shore, free ride and dirt jump areas.

- The Company advises and The Hirer accepts that cycling is a physical activity for which The Hirer agrees that they and other members of their party are fit to undertake. If in doubt, The Company advises that medical advice should be sought prior to booking. Refunds can not be given for people who are unable to physically complete the course.
- In the event of mechanical failure, whilst every endeavour will be made to recover/ exchange cycles or recover The Hirer(s), it cannot be guaranteed. In such circumstances, refunds are at the discretion of The Company.
- All representations, warranties, conditions or terms relating to the quality of the services offered by The Company whether express or implied by statute or common law are excluded to the fullest extent permitted by law and The Company will have no liability to The Client for the consequences of any failure to perform the contract. The Company shall not be liable in the case of loss or damage to property of The Client or any person.
- The Company's liability to The Client will not in any event exceed the total booking value to be made by The Client to The Company under this agreement.
- In no event will The Company be under any liability whatsoever to The Client for any loss of profit, business contracts, revenues or anticipated savings or for any indirect or consequential loss, injury and / or expense (whatever the cause) suffered by The Client.
- The Client shall indemnify The Company and The Forestry Commission from any loss or damage caused to any part of The company's property, surroundings and or to any fixtures and equipment or any company employees or other persons as a result of this hire
- The Client agrees to indemnify The Company for any service not provided for in this contract, but made available on request of The Client to people attending the event, unless The Company has been specifically instructed in writing to obtain cash settlement direct from the person receiving such services.
- The Company will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, it reserves the right to provide alternative services of at least an equivalent standard at no additional costs to The Client.
- The Client shall not be entitled to assign the booking to any third party nor utilise The Company's facilities other than for the purpose stated.
- Whilst The Company has taken all reasonable steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice if necessary.
- No variation of these conditions shall be effective unless in writing and signed on behalf of both The Company and The Client.

- The person signing for and on behalf of The Client warrants to The Company that they have the authority to do so. In the event that they are not so authorised they will personally be liable for the completed performance of the contract.
- The Company is unable to guarantee that all of the facilities at the site will be available for use during The Client's visit. The company is unable to make any refund or reduction in charges if any facility is unavailable.
- Full details of any Special Requirements should be advised to The Company before confirmation of booking.
- The Client agrees to pay all company charges on due dates, failing which interest will be charged at 2% over The Company's Banker's base rate.
- If there are any queries on any part of an invoice The Client will pay the undisputed balance of the sum owing and the remainder on resolution of the query.
- The event shall terminate on the date and time specified in the Particulars.
- This contract is the subject of the law of England and Wales.
- Any disputes arising out of the contract are to be subject to the non-exclusive jurisdiction of the courts of England and Wales.