**University of Bolton – Bicycle PURCHASE Agreement**

**The University Bicycle scheme is available to all students enrolled on a programme of study at the University of Bolton.**

Information about us and how to contact us.

We are the University of Bolton, a higher education corporation, and our address is University of Bolton, Deane Road, Bolton, BL3 5AB.

You can contact us by:

 telephone: 01204 903172

 email: SportsCentre@bolton.ac.uk

 post: University of Bolton Sports Centre, Deane Road, Bolton, BL3 5AB

There are two ways to obtain a bicycle. You can loan a bike for a refundable deposit of £50 or you can purchase a bike outright for £75. Both schemes include the issue of a free helmet.

This agreement sets out the terms and conditions of outright purchase of the bike for £75.

I hereby acknowledge and agree to the following **PURCHASE** agreement terms and conditions:

* Bicycles are sold in new condition, clean and in working order, without packaging.
* A helmet will be provided free of charge, and we urge the purchaser of the bike to wear a helmet at all times when using the bicycle.
* It is the responsibility of the student to check the bicycles condition and functionality before taking it from the University and before each time it is used.
* The bicycle’s ongoing maintenance remains the responsibility of the student.
* Only one bicycle can be purchased per student. This is over the life of their studies at the University of Bolton.

If in the event that the bicycle becomes damaged or defective on request to the University then the student will be advised of authorised contractors who are able to assess the bicycle and conduct any repair/service. The cost of any such assessment, repair or service will be the student’s responsibility.

**Assumption of Risk, Waiver and Release**

Cycling offers many benefits to you in terms of physical fitness and health and as an alternative to driving or using public transport cycling is also of benefit to the environment, however like most activities in life there are risks associated with cycling.

**Assumption of Risk**:

**We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the agreement was made, both we and you knew it might happen.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the purchase of the bicycle.

**We are not liable for business losses.** We only supply the bicycle for domestic and private use. If you use the bicycle for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

I understand and accept that by purchasing this bicycle and participating in cycling this may expose me to many hazards that may entail unavoidable risk of personal injury (including but not limited to spinal or head injury), death and loss of or damage to property.

I also understand I should be in good physical health to participate in cycling, and I confirm that I have no significant health issues that prevent me from participating in cycling. I have no medical conditions, nor have I been diagnosed with a condition that prevents me from cycling.  In spite of the aforementioned risks and acknowledgements, I hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of purchasing a bicycle and participating in cycling other than liability for which the University is responsible as detailed above or cannot be excluded or limited by law. I understand the inherent risk involved in using this cycle equipment and accept full responsibility for any and all such damage or injury which may result other than liability for which the University is responsible as detailed above or cannot be excluded or limited by law.

**Waiver and Release**: In consideration of the University selling me a bicycle, I specifically release and forever discharge The University and its affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while purchasing this bicycle and participating in cycling other than liability for which the University is responsible as detailed above or cannot be excluded or limited by law.

I agree to release the University and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of University or whether based upon breach of contract, breach of warranty, or any other legal theory other than liability for which the University is responsible as detailed above or cannot be excluded or limited by law. In signing this document, I fully recognise that if injury, illness, death or damage occurs to me while I am engaged in purchasing this bicycle or participating in cycling, I will have no right to make a claim or file a lawsuit against the University or its affiliates, officers, agents or other than for liability for which the University is responsible as detailed above or cannot be excluded or limited by law.

**Termination/Cancellation and Returns**: If you change your mind and no longer want the bicycle that you have purchased and you have collected, you have the right to return that bicycle within 14 days from its receipt and receive a refund. Alternatively, you are entitled to request an exchange within the same period of time.

Your legal right to cancel this agreement starts from the date of the collection, which is when the contract between us is formed. Your deadline for cancelling this agreement is the end of 14 days after the day on which you collect the bicycle.

To cancel this agreement with the University of Bolton, you need to let us know that you have decided to cancel. If you wish to exercise this right, please contact University of Bolton Sports Centre, by phone, email or letter sent by post. Please include details of your Order (Student Number) to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.

If you cancel this agreement with the University of Bolton, we will refund you the price you paid for the bicycle as long as you return the bicycle. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the bicycle, if this has been caused by your handling them. If, the University refunds you the price paid before we are able to inspect the returned bicycle and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

If you have returned the bicycle to us under this clause because they are faulty or mis-described, we will refund the price of the bicycle in full.

We will only refund you on the credit card or debit card used by you to pay.

Unless the bicycle is or not as described, you will be responsible for the cost of returning the bicycle to us.

Because you are a consumer, we are under a legal duty to supply the bicycle that are in conformity with this agreement. As a consumer, you have legal rights in relation to a bicycle that is faulty or not as described. These legal rights are not affected by your right of return and refund in this clause or anything else in this agreement. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

Contact us if you have any questions or complaints about the bicycle, please contact us using the details set out above.

**Disclaimer/Conditions**

🞏 I realise the importance of wearing a helmet. A helmet must be worn at all times.

🞏 I agree to abide by all applicable laws when using the bicycle sold to me including, for example, the Highways Code.

🞏 I understand the bicycle may not have visibility enhancement equipment such as blinking lights and that if I were to ride the bicycle when it is not daylight that it is my responsibility to ensure that the bicycle is fitted with appropriate lights.

🞏 I understand that the responsibility for securing the bicycle remains mine. I understand that I am required to procure my own bicycle lock or similar.

🞏 I understand that this activity may result in severe injury, including but not limited to spinal or head injury.

🞏 I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions.

🞏 I have carefully read this agreement in its entirety and understand its content. I am aware this is an assumption of risk, waiver and release of liability and I sign it voluntarily.

🞏 I understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.

🞏 I understand I should be in good physical health to participate in cycling, and I confirm that I have no significant health issues that prevent me from participating in cycling.

🞏 I have paid a purchase fee of £75.00 to the University and understand the terms and conditions regarding the purchase.

🞏 University staff have answered any questions I have had.

I am proficient with the use of this bicycle 🞏 Yes
🞏 No - Answering no does not mean the university cannot sell you a bicycle. Students who answer no will be required to undergo a cycle proficiency test. If you have ticked no a member of the Sports Team will advise you on the options, you have available for the completion of such tests. A bicycle cannot be sold to a student who has ticked no until the student is able to provide evidence of completion of a cycle proficiency test.

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Office Use Only Information**

|  |  |  |  |
| --- | --- | --- | --- |
| Collection Date | Date of collection | Purchase Approved by | Staff Name |
| Bike Details | Type and size | Helmet Size Issued |  |
| Serial Number |  |  |  |
| Use to record any issues, damages etc. |