**University of Bolton – Bicycle LOAN Agreement**

**The University Bicycle loan scheme is available to students on a full time (or equivalent) 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

This agreement sets out the terms and conditions on which we will loan you a bicycle. I hereby acknowledge and agree to the following loan agreement terms and conditions:

* Bicycles are loaned out clean and in working condition and must be returned in the same manner.
* A helmet will be provided free of charge, and are required to be worn at all times while riding bicycles borrowed from the University.
* It is the responsibility of the student to check the bicycles condition and functionality before taking this from the University and before each time it is used.
* Bicycles ongoing maintenance remains the responsibility of the student.
* Bicycles are loaned out for the use by the student signing this agreement and the student should not allow any other person to use the bicycle.
* No modifications to the bicycle should be made that cannot be undone by the student nor that cause damage to the bicycle.
* The bicycle shall remain the property of the University at all times and the University shall retain all rights of ownership of the bicycle. Asset tags, stickers or other markings may be fixed to the bicycle by the University indicating the University’s ownership of the bicycle or for other identification purposes and such tags, stickers or other markings should not be removed from the bicycle or defaced.
* The bicycle cannot be sold or disposed of.

Students agree to return the bicycle at the end of the loan period, in clean, undamaged condition to avoid any deductions from the deposit for repair, maintenance or replacement. Students accept use of the equipment, as is, in good condition and accepts full responsibility for care of the equipment while under his/her possession. Students can retain their helmet beyond the duration of the loan.

If in the event that the bicycle becomes damaged or defective the student will notify the University immediately. 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.

Clean condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes. Note: All bicycles should be returned clean of mud and debris. Any bicycle which is returned and is damaged or dirty will be assessed and the student will be notified of any deductions from the deposit that they will be liable for by email.

**Deposit**

I understand I am required to pay a refundable deposit of £50.00. The deposit will be refunded within a month of the loan period ending and only on the understanding that the bicycle is returned to the University in an undamaged and clean condition. I understand that the deposit will not be refunded in part or in full if I fail to return the bicycle or in the event that the bicycle is not returned in a satisfactory condition. In the event that the bicycle is returned to the University requiring any work or repairs the University will have the right to retain the full deposit if the cost to the University of such work or repairs is equal to or exceeds the amount of the deposit. If the cost of such work or repairs does not exceed the amount of the deposit, the University will refund the balance of the deposit to me. If the bicycle is not returned to the University, the University will not refund the deposit and I acknowledge that the loss to the University in such circumstances will exceed the amount of the deposit.

**Length of the loan and this agreement**

The standard duration of the loan period will be one (1) academic semester. Students wishing to borrow a bicycle for the duration of the academic year will be required to enter in to a new agreement before the end of their first agreement period.

**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 loan 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 borrowing this bicycle and participating in cycling exposes 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 borrowing 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 loaning 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 borrowing 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 borrowing 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**: Either party may terminate this agreement with immediate effect for any breach of agreement by giving written notice to the other party. If the agreement is terminated by the University you must return the bicycle to the University immediately. You have the right to return the bicycle at any point during the agreement i.e. in the event that you are no longer studying or no longer have use for the bicycle.

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 loaned to m. for example, the Highways Code.

🞏 I understand these bicycles 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 and I agree to ensure that to the best of my ability the bicycle will be secured at all times.

🞏 I understand the bicycle has been loaned to me and that only I am authorised to use this, allowing others to use the bicycle will be a material breach of this agreement and may require me to return the bicycle immediately to the University.

🞏 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 deposit of £50.00 to the University and understand the terms and conditions regarding the deposit.

🞏 I understand that the bicycle has be loaned to me as I am a student of the University. I understand that should I cease to be a student or should I suspend from my studies that I will be required to notify the university and return any loaned equipment within 7 days of a change of my student status.

🞏 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 loan 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 loaned 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**

|  |  |  |  |
| --- | --- | --- | --- |
| Loan Start Date | Record Date bicycle has been taken | Loan Approved by | Print Name |
| Serial Number | Record serial number | Loan End Date | Record date |
| End of Loan – Bicycle Returned Date | Record date bicycle has been returned | Condition Check Undertaken by | Name of person accepting the bicycle |
| Damages/Clean | Yes/No | Deposit Refund | Yes/No/PartialPlease record the amount to be deducted here |
| Use to record any issues, damages etc. |