
Whinlatter Bikes Terms and Conditions

Wherever used herein, the term “equipment” shall include any equipment rented from Whinlatter Bikes. Whinlatter Bikes and employees are not responsible for personal injuries, property damage or loss incurred by any person, arising out of the act of negligence or any other person rendering any of the services or products being offered in these rentals; nor shall Whinlatter Bikes be responsible for any injuries, death, damage, loss or delay in any event beyond the actual control of Whinlatter Bikes, or of any agent or supplier, or due to force majeure. Renters follow any suggested routes at their own risk and agree not to hold Whinlatter Bikes or employees responsible for injury or death resulting from accidents. We strongly recommend the use of approved helmets whenever mounted on a bicycle. Helmets are provided at no extra cost. The bicycles provided for use are in satisfactory operating condition and participants agree to use them at their own risk or call deficiencies to the attention of a company representative at the earliest opportunity. Individual bikes, bike specifications and bike sizes are subject to change based on availability of replacements.

All bookings must be secured with valid photo identification from at least one person from the party.

Obligations of the Customer

The Renter and all parties associated must ride with due care and attention, and adhere the rules of the road outlined in the Highway Code. All parties must be able to ride a bike safely, and Whinlatter Bikes reserves the right to make a judgement of the riders capacity in all cases, including those of unsafe, inappropriate riding. The Renter must inform Whinlatter Bikes of any breakages or problems with the bike at the earliest opportunity.

Riding of the bike must be within the capacity of the rider and the bike.

Cancellations

In the event of cancellations, Whinlatter Bikes has no obligation to provide a refund. Whinlatter bikes will give the opportunity to transfer the booking to another date where applicable.

In the event of an early return of the bike for any reason (force majeure or otherwise), Whinlatter Bikes has no obligation to give a refund, in full or in part.

Late Fees

Should the bikes be returned later than the agreed upon time, exceeding the paid for rental timespan, the Renter will incur late fees. Late fees are at the discretion of Whinlatter Bikes.

Theft

Should the Renter not return the hired bike, the bike is considered stolen. Whinlatter Bikes is entitled to compensation of the full retail price of the stolen bike(s).

The security of the bike is the responsibility of the Renter as soon as the rental period has begun, and therefore is liable for any loss or damage. Whinlatter Bikes has no obligation to supply the bike(s) with a lock. Whinlatter Bikes recommends no bikes be left unattended whether they are locked up or not.

Should theft occur while the Renter has custody of the bike, a formal Police Report must be lodged at the earliest possible time. Whinlatter Bikes must immediately be supplied with the report for insurance reasons. The Renter is obligated to pay the insurance excess, a cost of £250.

Injury

Cycling involves inherent risks which may lead to injury to your persons. The Renter assumes all liability for personal injury and loss from the moment the rental period begins.

Whinlatter Bikes does not provide cover, and cannot accept any liability for potential liability to third parties (i.e. damage caused to others or their property). Should injury occur, Whinlatter Bikes has no responsibility to provide a refund or transferable booking to another date.

Breakages

Excessively aggressive and negligent riding can lead to the breakages of bikes and parts. Whinlatter Bikes reserves the right to attribute breakages to negligence on the Renters part. The cost of repair equates to the retail cost of the parts, plus the addition of labour fees at the discretion of Whinlatter Bikes. The Renter is liable even in the case of another party being at fault.

Renters will not be liable for standard wear and tear. Such wear and tear includes, but is not limited to, punctures, broken spokes and broken chains.

Termination of Contract

Whinlatter Bikes are entitled to terminate the contract and seize the bicycle if the Renter does not obey one or more of the obligations, if the customer dies, is declared bankrupt, or is in a legal debt management regime.

Should Whinlatter Bikes be entitled to seize the bike(s), the Renter must offer full cooperation. Whinlatter Bikes is not liable for any damage caused by dissolution of the contract.

The company name, Whinlatter Bikes, is a trading name for Been There Done That LTD.