

Terms & Conditions for Skills Courses

These Terms and Conditions (**Terms**) will apply to skills coaching and trail guide services (**Services**) provided by Pedal Progression Limited (**we/us**) to you (**you**).

1. Courses and Booking

1.1 Details of the Services we offer are set out on our website (www.pedalprogression.com).

1.2 You can book a skills coaching session or trail guide (**Session**) online, by telephone or in person. We will confirm your booking by email. Please note that we reserve the right to offer the date and time of your Session for booking by others until we have received payment in full from you.

1.3 When we confirm your booking, a binding contract is formed between you and us on the basis of these Terms. Please note that each member of your party will be required to let us have by email or online, or bring with them on the day of the Session, a signed disclaimer and personal details declaration (**Disclaimer Form**) when they attend the Session. Amongst other things, the Disclaimer Form will confirm acceptance of these Terms. A parent or guardian will be required to sign on behalf of anyone under 18.

1.4 Accordingly, when you book on behalf of someone else, you must make sure that you have their authority to book and you must ensure that they are aware of, and agree to, these Terms. If any person does not sign the Disclaimer Form, we shall be entitled to exclude them from the Session.

1.5 Unless otherwise agreed, all Sessions will start from the Ashton Court Cycle Hub (**Hub**). Where we agree to run a Session elsewhere, the starting point will be as agreed.

1.6 We reserve the right to refuse to exclude any person from a Session or curtail their participation if we consider that that person:

1.6.1 is intoxicated with alcohol or drugs (or likely to become intoxicated);

1.6.2 is unruly or abusive;

1.6.3 is, or is likely to be, reckless or a danger to yourselves or others;

1.6.4 is or is likely to be a nuisance to others;

1.6.5 is too fatigued or otherwise unable to safely continue;

1.6.6 is in breach of these Terms.

1.7 We reserve the right to cancel or curtail a Session if we consider it unsafe to run or continue a Session for any reason (for example, extreme bad weather). We will give you as much notice of cancellation as possible.

2. Charges and Payment

2.1 Our charges are set out on our website and are inclusive of VAT (where applicable).

2.2 Whether you book online, by telephone or in person, we will take payment for the Session at the time of booking. Unless we agree otherwise, payment must be made by credit or debit card, or bank transfer, and details are set out on our website. We also accept payment by way of valid gift voucher provided that, where you book by phone or in person, you tell us at the

time of booking and present the gift voucher to us before the start of the Session and, where you book online, you make payment by means of the voucher code.

- 2.3 If we cancel or curtail your Session under clause 1.7, we will refund all or a fair proportion of the charges you have paid. If we cancel under clause 1.6, we reserve the right to charge in full for the Session.

3. Cancellation Charges

- 3.1 You will be entitled to cancel your booking at any time but we will be entitled to charge you the following amount if you do:

Time of Cancellation	Refund
Up to 10 days before the Session	Full refund less 10% admin charge
10 days or less before the Session	No refund

- 3.2 We will return the balance of any payment already made by the same method as the payment was originally made as soon as we are reasonably able. If we both agree, we can re-book your Session for another date instead of returning any money to you.

4. Our Responsibilities

- 4.1 We will provide our Services with the skill and care which would be reasonably expected of qualified mountain bike instructors. Full details of our Services are set out on our website.
- 4.2 We will give you a safety briefing which we strongly recommend you give your full attention to.
- 4.3 We will carry standard bike tools and a first aid kit. Our coaches are all first aid trained.

5. Your Responsibilities

- 5.1 Unless you choose to hire a bike from us, you must bring a bike to the Session. The bike must be in good repair, fully serviced and suitable for the riding we will be doing. We will not allow you to participate in the Session if we consider your bike to be unsuitable or unsafe (and you will not be entitled to a refund in these circumstances).
- 5.2 We will not be providing food or water. It is your responsibility to bring adequate supplies.
- 5.3 You must bring your own kit with you. You may want to bring glasses, gloves, body armour and cycling shoes. We recommend that you fit flat pedals to your bike. You must wear closed-toe shoes.
- 5.4 You must ride responsibly at all times, with due consideration for other cyclists, pedestrians and road and trail users. You must not ride on any paths, tracks or areas where cycling is not

permitted. Please observe normal trail etiquette (such as giving way to faster riders and pulling over to the side of a trail if you intend stopping).

- 5.5 You are responsible for bringing with you any non-standard tools which may be needed to repair or adjust your bike if you consider this necessary.

6. Safety – Please read this carefully!

- 6.1 You are responsible for your own safety. Cycling involves personal risk and you must ride responsibly.
- 6.2 We will rely on you to let us know your ability and we will structure the Session accordingly. However, it is your responsibility to assess if you can safely attempt a technique or skill, or if a trail or feature is within your skill and/or fitness levels. If you are in any doubt, we strongly recommend that you do not try. If you are concerned that the trails and or techniques are beyond you, you must tell us and, where possible, we will re-structure the Session. It is up to you to make this judgment.
- 6.3 You must wear a suitable cycle helmet at all times during the Session. You can hire a helmet from us or you can use your own. If it is your own, it is your responsibility to ensure it is suitable and undamaged.
- 6.4 You must not cycle when intoxicated or under the influence of medication. You are advised not to cycle when fatigued.
- 6.5 We will give you a safety briefing at the beginning of the Session. Please listen carefully to this briefing and tell us if there is anything you do not understand or you are not entirely comfortable with.

7. Liability and Disclaimers

- 7.1 We will be responsible for death, personal injury and damage to or loss of possessions suffered by you which was caused by our negligence, our breach of these Terms or our failure to use reasonable skill and care.
- 7.2 We will not however be responsible for death, injury, loss or damage which results from:
- 7.2.1 your own actions or omissions;
 - 7.2.2 the actions or omissions of any third party not connected with the provision of your Bike hire;
 - 7.2.3 the condition of the trails, weather conditions or other environmental conditions;
 - 7.2.4 anything else not caused by us.
- 7.3 We will not be responsible for any death, injury, loss or damage if it was not reasonably foreseeable.
- 7.4 If we are unable to honour your booking for any reason, we will refund to you the charges already paid but we shall have no further liability.

7.5 We are not responsible for the condition of any trails or routes. They are maintained by third parties. Any information we provide in relation to any trails or routes is provided in good faith based on the information provided to us, but we cannot guarantee that this information is accurate or complete at the time you intend to use the trail or route.

8. Personal Data

8.1 On our Disclaimer Form, we require you to provide personal information such as name, address, email address, phone number, emergency contact details and medical details. We will only use your emergency contact details and medical details if you are injured or unwell during a Session. We will retain this information for future visits unless you tell us otherwise. If you provide credit or debit card details, we will use this information only for processing your payment.

8.2 Unless you tell us otherwise, we will use your name, address and, if provided, email address to provide you with information about our services and our news. You can opt out of this at any time. We will not release this information to anyone else.

9. Other Important Terms

9.1 These terms will take precedence over any contradictory terms elsewhere (for instance on our Disclaimer).

9.2 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need the consent of any person acquiring rights under our guarantee to end the contract or make any changes to these terms.

9.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

9.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

9.5 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.