

# Terms and Conditions

For delivery of services, training or any other activities provided by Life Cycle UK

## 1 Privacy Policy

- 1.1 We make our [Privacy Policy](#) readily available to anyone who engages with Life Cycle UK: It is available at the footer of our website, as a hard copy at all our offices and workshops and on online booking forms for training, events and courses.
- 1.2 You should read and agree to our [Privacy Policy](#) before engaging with Life Cycle in any way - including signing up to any of Life Cycle's services, buying a product or corresponding with us via phone, email or social media.
- 1.3 If you do not agree to have your personal data used as set out in our [Privacy Policy](#) you may not be able to use our services or purchase our products. If you have any questions about the Privacy Policy, contact the Life Cycle team. We will always do our best to accommodate your requests in line with the General Data Protection Regulation (GDPR) 2018.

## 2 Formation of the Contract

- 2.1 This document, together with any documents referred to in it, set out the terms and conditions which pertain to any of the courses, events and activities organised by Life Cycle UK (together called the "**Courses**" in this document) and any of the cycle maps, books, cycle parking stands and other products supplied by Life Cycle UK (together called the "**Products**" in this document).
- 2.2 Please read these terms and conditions carefully before booking any Course or purchasing any Product. You should understand that by booking any of our Courses or purchasing any of our Products you agree to be bound by these terms and conditions.
- 2.3 In addition to the Terms and Conditions detailed here others may apply and these will be made clear to you at the time of your booking or your purchase.
- 2.4 No contract exists between us until you receive email confirmation of your booking or purchase.

## 3 Bookings, Fees and Payments

- 3.1 General terms
  - (a) The majority of courses and activities can be booked and paid for online. All prices quoted are in UK Pounds.
  - (b) Organisations may usually order Products or book places on Courses/activities if they provide us with an official purchase order. We will then invoice you. Invoices must be paid promptly in order to secure a place on a course/activity.

- (c) Payment for all activities must be made at the time of booking in order to secure a place or, if invoices are requested, within 30 days of the invoice date or prior to the start of the course (whichever is soonest).
- (d) VAT will be added to the cost of our services, where applicable.

### 3.2 Instructor Training Bookings

The following specific terms are applicable to our Instructor Training courses

- (a) Level 2 Award in Cycle Instruction
  - We require a 25% deposit at the point of booking to secure a place on a course
  - Full payment must be received no less than 30 days prior to the start of the course.
- (b) Level 3 Award in Developing Cycle Instructors
  - We require a 25% deposit at the point of booking to secure a place on a course
  - Full payment must be received no less than 30 days prior to the start of the course
- (c) Post Course Assessments for those who have completed the Level 2 Award in Cycle Instruction
  - Bookings: we require a minimum of **30 days'** notice prior to proposed PCA Observation date to ensure Tutor availability
  - Payment: PCA cost is included L2 award fee.
  - We will charge additional expenses required such as travel/ travel time and accommodation to visit and observe you teaching.
- (d) Conversion PCA's

Instructors trained under the old system will need to convert to the new L2 award. To enable this, instructors will need to be registered with 1<sup>st</sup>4Sport, complete an e portfolio and be observed teaching.

- Bookings: we require a minimum of 2 months' notice prior to the proposed PCA Observation date to allow adequate time for the e-portfolio completion and checking by Tutors.
- Payment: we require full payment at the point of booking to secure a PCA to enable us to register you with 1<sup>st</sup>4Sport
- We will charge additional expenses required such as travel /travel time and accommodation to visit and observe you teaching.

#### 4 Course/activity availability, content and location

- 4.1 We reserve the right to vary, without notice, the content of, or venue for Courses/activities hosted by Life Cycle UK. We will inform you by email or by phone of any changes to the course prior to the start of the course.

#### 5 Cancellation

##### 5.1 Postponement due to COVID-19

- a) If an activity, event or course is affected by a positive COVID-19 test and/or the mandatory self-isolation or quarantine of attendees, the following terms apply:
- Where all attendees are linked to a single school, business or other organisation:  
If a majority of attendees are required by government guidelines to self-isolate then we will postpone and re-arrange the activity(s) to an alternative date(s) at no charge. If a minority of attendees are required to self-isolate but the majority can safely attend, then we will run the activity(s) as planned and cancellation by you will be subject to our standard terms.
  - Where participants book and attend on an individual basis:  
If you test positive for COVID-19 and/or are required by government guidelines to self-isolate on the date of the activity(s) then we will cancel your attendance, offer your place to somebody else and reschedule your booking to an alternative date, at no charge.
- b) If an activity, event or course can no longer be delivered safely due to temporary government lockdown restrictions OR the mandatory self-isolation of key Life Cycle UK staff or instructors, then we will reschedule the activity(s) to a new date and transfer the booking of all attendees to this new date, or another mutually agreed alternative date.

For any event impacted by COVID-19, we will endeavour to contact all affected participants and organisations with as much notice as possible, notwithstanding the fact that conditions during the pandemic can change at very short notice.

**For all other cancellations our standard terms apply, as outlined below:**

##### 5.2 Cancellation by Life Cycle UK:

- We reserve the right to cancel or reschedule a Course/activity for any reason at any time although we will always try to give you reasonable notice. If we cancel a Course/activity we will offer you a place on the next available Course or refund your payment.
- If the conduct or behaviour of any person (adult or child) during a Course/activity is deemed to be inappropriate, the Leader may refuse to allow that person to remain on the Course/activity. In such circumstances the Course/activity fee will NOT be refunded.
- If any cycle that is to be used during a Course/activity is deemed by the Leader to be unfit for purpose, the participant will not be allowed to remain on the Course/activity. In such circumstances the Course/activity fee will NOT be refunded.
- If the level of skill and competence of any person (adult or child) booked onto a Course/activity is deemed by the Leader to be insufficient, the participant will not be allowed to remain on the Course/activity. In such circumstances the Course/activity fee will not be refunded.

### 5.3 Cancellation by You

If you wish to cancel your booking you must ring us during office hours on 0117 353 4580 unless otherwise stated in these Terms and Conditions. The minimum period of advance notice required to obtain a refund, or to avoid costs being incurred will depend on the course/activity. If you give less notice than set out in paragraphs (a) to (i) below, you will be charged accordingly or be unable to obtain a refund of your course fee.

If you cancel a booking without adequate notice and have not yet made full payment for the relevant Course, you will still be liable for all (or part as applicable) of the relevant Course fees.

If you, or the person for whom you have made the booking, misses any part of or withdraw during a multi-stage course/activity for any reason whatsoever, you will be deemed to have cancelled your booking without sufficient notice. Attendance at a subsequent Course/activity will require additional payment.

- (a) Schools Bikeability – Cancelling a complete course. We require 21 days’ notice from the start date of the course. Outside of this notice period, you will be charged as follows:
  - Bikeability balance - £300 per group
  - Learn to ride - £120 per group
  - Level 1 - £60 per group
  - Level 2 - £480 per group
  - Level 3 - £240 per group
- (b) Schools Bikeability - Cancelling and rescheduling a single session. We require 21 days’ notice from the date you wish to reschedule. Outside of this notice period, you will be charged as follows:
  - All levels - £50 per group
- (c) Holiday Bikeability courses - We require 14 days’ notice from the start date of the course.
- (d) One-to-One Cycle Training: We require 24 hours’ notice by telephone. You should phone your instructor directly or the Life Cycle UK office;
- (e) Bicycle Maintenance Workshops, Continuing professional development courses. We require 14 days’ notice;
- (f) Dr Bike Surgeries; Maintenance Demos, Roadshows; Group cycle rides/sessions; Employee training. We require 5 working days’ notice.
- (g) City & Guilds mechanic training. We require at least 45 days’ notice before the start date of the relevant Course in order to give you a full refund. If you give us notice 28 to 44 days before the start date of the relevant Course, we will refund 50 percent of your fee. If you give us less than 28 days’ notice before the start date of the relevant Course there will be no refund.
- (h) Level 2 Award in Cycle Instruction. We require no less than 30 days’ notice before the start date of the relevant Course in order to give you a full refund. If you give us notice 14 to 29 days before the start date of the relevant Course, we will refund 50 percent of your fee. If you give us less than 14 days’ notice before the start date of the relevant Course there will be no refund.
- (i) Level 3 Award in Developing Cycle Instructors. We require no less than 30 days’ notice before the start date of the relevant Course in order to give you a full refund. If you give us

notice 14 to 29 days before the start date of the relevant Course, we will refund 50 percent of your fee. If you give us less than 14 days' notice before the start date of the relevant Course there will be no refund.

- (j) Post Course Assessments for cycle instructors who have completed the Level 2 Award in Cycle Instruction
  - Rescheduling an observation: we require 14 days' notice if you wish to reschedule.
  - Cancelling: Once we have registered you with 1st4Sport we cannot provide a refund if you decide not to proceed.
- (k) Conversion PCA – for instructors trained under the old system
  - Rescheduling an observation: we require 14 days' notice if you wish to reschedule.
  - Cancelling: Once we have registered you with 1<sup>st</sup>4Sport we cannot provide a refund if you decide not to proceed.

## 6 Health and well-being

- 6.1 When making a booking you must tell us if you, or the person for whom you are making the booking, has any physical or mental health conditions that might be affected by participating on the Course/activity. We recommend that people who do not take regular exercise or who are using prescription medicines take expert medical advice before booking onto a Course/activity.
- 6.2 When making a booking you must tell us if you, or the person for whom you are making the booking, has any special educational needs, physical needs, behavioural issues or other conditions that may be relevant.
- 6.3 **COVID-19:** Life Cycle UK operates in line with government health guidance:
  - (a) If you are unwell due to suspected COVID-19 (check symptoms at: [www.nhs.uk/conditions/coronavirus-covid-19/](http://www.nhs.uk/conditions/coronavirus-covid-19/)), have come into recent contact with someone experiencing symptoms or been advised by health professionals to shield, then you must **not** attend any of our activities.
  - (b) If Life Cycle UK is concerned that anyone attending one of our activities is ill, should be self-isolating, shielding, or is unable to act in accordance with social distancing, use of PPE or any other virus transmission prevention measures required by us, then we reserve the right to end activities immediately for the safety of all concerned.
  - (c) If you attend a Life Cycle UK activity and you or a member of your household subsequently test positive for COVID-19, you must inform Life Cycle UK immediately so that we can inform other individuals who attended that they may be at risk of infection. Note: we will do this in a way that does not personally identify any individual who tests positive. Life Cycle UK may also share your data with NHS Track & Trace, local health protection teams and/or any other public health service working to minimise the transmission of COVID-19.

## 7 Cycles

- 7.1 Participants (or their parents, guardians or carers) must ensure that any bicycle they intend to use during a Course is fully fit for purpose and of the correct size. We recommend you go to a reputable cycle shop for assistance. You should read our [Bicycle Safety Checklist](#) which explains what we mean by a roadworthy bicycle. If the bicycle is not in safe working order, you may not be able to participate in the course (see 3.1c) Participants are responsible for the

care and the security of their cycle while on a Course. We recommend that you carry appropriate insurance and that you lock your bike using a high quality D-lock.

- 7.2 If a cycle that is being used during a Course develops a fault or a mechanical problem such as a puncture it is the participant's responsibility to remedy the problem. If the cycle cannot be repaired and made fully roadworthy immediately the participant will not be able to remain on the Course/activity.

## 8 Cycle helmets

- 8.1 Participants (or their parents, guardians or carers) should decide whether or not they wish to wear a cycle helmet. If a helmet is to be worn it should meet recognised standards and fit the rider correctly. You should read our [cycle helmets advice sheet](#) for guidance on correct sizing and fitting of a cycle helmet.

## 9 Entry requirements

- 9.1 Certain Courses/activities require certain competencies or levels of experience. These will be made clear to you at the time of booking. If you are unsure as to whether the course is suitable we recommend that you speak to us by phone before booking. In particular:

- (a) Level 2 Award in Cycle Instruction. People booking onto this course should be confident, competent cyclists with recent and frequent experience of cycling in a range of traffic conditions, including, busy urban roads. Participants must have good verbal and written English language skills, and access to a computer to complete online learning. Participants who do not meet these requirements are unlikely to complete the Course successfully. If you need advice or wish to arrange any advance training please contact us.
- (b) Level 3 Award in Developing Cycle Instructors. People booking onto this course will need to meet the following requirements set by 1<sup>st</sup>4Sport:

- hold, or be working towards to the 1st4sport Level 3 award for tutors and assessors in sport

OR

- hold, or be working towards, QTS status or have a PGCE
- hold, or be working towards, a level 3, or above, regulated qualification in delivering education, and
- hold, or be working towards, a level 3, or above, regulated qualification in assessment practice

AND

- hold the 1st4sport Level 3 Award in Developing Cycle Training Instructors
- currently deliver Bikeability, and have at least two years' experience successfully delivering Bikeability
- currently deliver Bikeability instructor training, and have at least one year's continuous experience delivering Bikeability instructor training

- (c) Cycle training for children. Much of the training takes place on public roads. Participants must be able to control their bicycles, look behind them and hold their arm out to signal. If the Course instructor considers that a child does not have these competencies the child will

not be allowed onto the course and in such circumstances the Course fee will not be refunded.

- (d) City and Guilds Level 2. You should be a competent mechanic with good knowledge and skills of bike maintenance.

## 10 Your behaviour

- 10.1 You must not attend any Life Cycle UK activity whilst under the influence of alcohol or drugs (excluding prescription medication).
- 10.2 You are expected to interact with all Life Cycle UK personnel and other users in a polite and respectful manner. Life Cycle UK does not tolerate direct, indirect, associative or perceptive discrimination or abuse. If your behaviour is not in line with these values, or with any Code of Conduct you have agreed to as part of attending a specific activity, then you can expect to be challenged by the activity leader. You may be asked to leave.
- 10.3 Any objections from – or about – you concerning attendee behaviour will be dealt with in line with our Complaints Policy.

## 11 Your property

- 11.1 It is your responsibility to carry appropriate insurance to cover yourself and your property (including your bicycle) during attendance at any Course.
- 11.2 If you are inviting Life Cycle UK to run a Course or event on your premises it is your responsibility to ensure that people and any property are adequately protected.

## 12 Accreditation, qualifications and awards

- 12.1 Completion of Life Cycle UK's Courses (with the exception of instructor training and City & Guilds accredited mechanic training; see below) does not confer any sort of formal qualification or accreditation; nor does it imply that Life Cycle UK has in any way tested, approved or endorsed the participant's competencies and abilities.
- 12.2 Life Cycle UK is not responsible for any registration or the submission of any materials to accreditation bodies.
- 12.3 1<sup>st</sup>4Sport L2 Award in Cycle Instruction. To achieve your L2 qualification you must complete and pass:
  - (a) A four-day Level 2 Course
  - (b) E-portfolio on the 1<sup>st</sup>4Sport website
  - (c) Post Course Assessment
- 12.4 1<sup>st</sup>4Sport L3 Award in Developing Cycle Instructors. To achieve your L3 qualification you must complete and pass
  - (a) A two-day L3 course

- (b) E-portfolio on the 1<sup>st</sup>4Sport website
  - (c) Post-course Assessment
- 12.5 City & Guilds accredited mechanic training:

Life Cycle UK is an accredited City & Guilds Training Centre in bicycle mechanics. Our mechanics are qualified to teach participants on our accredited courses to City & Guilds standard and to assess participant's skills during formal skills assessments. This teaching and assessment is subject to Life Cycle UK's own internal quality evaluation, as well as regular external quality evaluation from City & Guilds.

At the start of each course, Life Cycle UK will register all learners with City & Guilds. Our mechanics will then teach and assess learners to the agreed standard (e.g. Level 1 or Level 2). At the end of each course, Life Cycle UK will inform City & Guilds of all learners who pass their assessments and complete their course, then request formal certification.

City & Guilds will then post out official certificates to Life Cycle UK for each learner. Life Cycle UK will forward these on to individual learners.

### **13 Produces purchased from the Life Cycle UK website**

13.1 The following disclaimers apply:

- (a) Availability. We try to have stock of all items listed for sale on website, but cannot guarantee this. Therefore, acknowledging receipt of your order does not constitute an acceptance of your offer to purchase an item.
- (b) Delivery. We process orders as quickly as possible usually using second class post. You should allow up to 28 days for delivery. If you have a deadline and require an item urgently please contact us. We may be able to expedite your order, although there may be an additional charge for this, for example, if first class post or registered mail is used.
- (c) Refunds, returns and exchanges. If for any reason you are not satisfied with your purchase, please return the item within 10 days unused and in its original packing (i.e. in a saleable condition) for an exchange or refund. We regret that post and packing costs cannot be refunded. For your protection, please send items Recorded Delivery only. This guarantee is in addition to your statutory rights.

### **14 Warranty and Liability**

14.1 Our Courses and Products will be provided using reasonable care and skill but the accuracy of any advice or information provided cannot be guaranteed.

14.2 We shall have no liability to you for:

- (a) Any loss or damage to bicycles or other personal belongings which occurs during attendance at any Course;
- (b) Any loss, damage, costs, expenses or other claims for compensation arising from a Course being cancelled, rescheduled, relocated or otherwise varied by us;
- (c) Any unforeseeable loss or damage arising from the provision (or non-provision) of any Course, including loss of profit or consequential loss or damage.

- (d) The quality of any repairs, maintenance, adjustments or other work carried out by a Life Cycle UK mechanic or any advice they offer.
- 14.3 Nothing in these terms and conditions affects any liability for death or personal injury caused by our negligence or for fraudulent misrepresentation, or your statutory rights as a consumer.

## 15 Data Protection

- 15.1 We store your contact details and other information on a CRM database, on our office systems and/or on paper forms (e.g. application forms). We need to collect certain personal data in order to provide you with access to our Site, our services, or for our volunteer, employee or freelance contractor recruitment process. We will only use the information we collect about you in accordance with the General Data Protection Regulation (GDPR) 2018. We do not pass on your details to anyone else, except where necessary for contractual, legal, safeguarding or other essential reasons, as set out in our [Privacy Policy](#).

*Example: Life Cycle sometimes works with Local Authorities and other partners in order to provide free or discounted services. If you sign-up to benefit from these free or discounted services, these partners reserve the right to contact you to evaluate the services provided. You are not obliged to respond to requests for feedback. Any responses you choose to submit will be treated according to the privacy policy of the organisation that has contacted you.*

## 16 Photography

- 16.1 We may take photographs during Courses or at other events run by us. These may appear on our website or be used in our publications. We will ask for consent before taking photos. Please let us know if you do not wish to have your photo taken.

## 17 Copyright

- 17.1 You may not copy or reproduce any literature, document, web page or other publication produced by us without our prior written consent.

## 18 Law and Jurisdiction

- 18.1 The contract between us (including these Terms and Conditions) will be governed by English law. Any dispute arising from, or related to, the contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.