

## Terms and Conditions

These Terms and Conditions apply to all people using a hire bike provided by Fantasy Island Operations Limited (herein after referred to as Fantasy island). Completion of the hire agreement acknowledges acceptance of these Terms and Conditions by the participant.

### YOUR RESPONSIBILITIES

1. The hirer is fully responsible for their action whilst using the hire bike. Fantasy Island do not accept responsibility for the actions of the participant nor the consequences of such actions.
1. Each rider is responsible for providing their own insurance protection while using a hire bike. Any accident or injury caused by the rider's actions will be the full responsibility of said rider. You will not hold us responsible for any loss, damage or injury including death to persons or property with regard to your use of the Equipment. You shall indemnify us in full against any claim, interest, demand or expense in respect of such injury or damage.
2. You accept that cycling on a public highway carries its own risks and are undertaken at your sole risk.
3. Each participant will be fully responsible for any fees or costs incurred or arising from an accident either involving or caused by the rider.
4. Each rider, upon signing the booking form, agrees that they are physically and mentally capable of riding the hire bike.
5. The booking form must be completed by a person aged 18 years or over. Evidence of age may be requested.
6. Riders under the age of 16 must be accompanied by an adult.
7. It is strongly recommended that all persons hiring from us wear a cycle helmet at all times. Fantasy Island reserve the right to refuse hire bike use to anyone with inappropriate equipment or clothing. Fantasy Island is not responsible for damage to clothing and/or personal items.
8. The rider agrees to return the bike to the Fantasy Island holidays reception. Failure to return the bike will result in Fantasy Island recovering the full retail value of the bike from the rider.
9. You shall be responsible for any reasonable charges and expenses in connection with any negligent damage to the Equipment or the repair of or replacement of Equipment due to any such loss, damage, theft or unauthorised alterations or repairs to any Equipment. The cost of any damage caused (over and above standard wear and tear) will be recovered



from the rider, including but not limited to, skidded tyres and buckled wheels. All damaged items are charged at full retail replacement cost.

10. You will notify us immediately of any loss, damage or theft to any Equipment however caused. **Contact number 01754 871944 option 2**
11. Photo ID must be provided before the hire bike(s) will be released to the participant. Only nationally recognised forms of ID will be accepted i.e. Photo driving license and passport.
12. Age restrictions apply for bikes and/or extras
  - a. Child seat – 12 months
13. The Equipment shall at all times remain our property and during the Hire Period you shall not offer for sale, sell, dispose, mortgage, lend, pledge or otherwise part with possession of the Equipment.
14. We do not accept any responsibility for your failure to complete the Hire Period due to lack of fitness, illness or injury.
15. We do not accept any responsibility for delays or changes to the Hire Period due to adverse weather, strikes, war, terrorism or other causes beyond its reasonable control.
16. You shall ride and use all Equipment responsibly and with due care at all times, considering other road users and following the Highway Code.
17. Our staff are usually available (but this is not guaranteed) by phone or email to assist with any problems during the Hire Period; however, it is your responsibility to assemble, set up and keep a check all Equipment.
18. You must not cycle under the influence of alcohol, strong medication, other drugs or fatigue.
19. You accept at all times that cycling has inherent risks and that all equipment may fail. It is your responsibility to ensure all Equipment is roadworthy and of sound condition before commencement of the Hire Period.



## PAYMENT TERMS/REFUND POLICY

1. We reserve the right to charge a Security Deposit to secure a Booking if such a booking is for a hire period to commence in excess of 6 weeks prior to the Hire Period.
2. In respect of bookings made with less than 28 days prior to the commencement of the Hire Period, the Hire Fee must be paid in full to secure a Booking.
3. Cancellations within 28 days of the commencement of the Hire Period will forfeit the total Hire Fee.
4. If you return any Equipment late, when the Equipment is returned you will be charged at the daily hire rate for each day/part day that the Equipment is returned late.
5. This deposit will be returned at the end of the Hire Period providing that the Equipment is returned in an undamaged condition.
6. All Equipment must be returned, to a location and at a time agreed between us and you, at the end of the Hire Period.
7. In all cases normal wear and tear is defined by the products' manufacturer.
8. In all cases, any deposit can be used as a payment against the costs or charges mentioned herein.

