

THE TOWPATH INN



Terms & Conditions

1. Identification

thetowpathinn.co.uk/explore & pedl.wales are websites operated by **The Towpath Inn Ltd (or) Ty Towpath Ltd**

We are registered in the UK under company registration number 11381721 and our registered office is 49 Main Road, Gilwern, Monmouthshire NP7 0AU.

Our VAT registration number is 316 6183 08

2. Hire Bookings Cancellation Policy

Hire bookings are subject to a 7 day cooling-off period in cases where the booking is made more than 14 days prior to the booking date. If a booking is made within 14 days from the booking date no cooling off period exists.

Bookings may be cancelled up to 30 days in advance of the booking date and a full refund, store credit or alternative booking date will be offered.

Bookings cancelled at 30 days to 14 days from their booking date are offered the opportunity to re-book on another date or may instead take a Gift Card to the value of the booking. The Gift Card can be used against any goods or services offered by The Towpath Inn Ltd or Ty Towpath Ltd This Gift Card must be used within 12 months of the original hire booking date. Alternatively, a 50% refund will be offered automatically on cancellation via our online booking portal.

When a booking is cancelled inside of the 14 days prior to the booking no refund, re-booking date or store credit alternative is offered.

2.1 All bookings are COVID-proof. The Towpath Inn Ltd and Ty Towpath Ltd guarantee that if the hire is postponed or impacted by Coronavirus restrictions we will move your booking free of charge to a new date and guarantee you a bike. We will also give you the option to change your booking to credit which will be valid for 2 years to use, there will be no admin fee charged.

4.2 If you cannot attend at late notice due to a positive COVID-19 test within your household we will allow you to change your booking upon receipt of the positive test via **hello@thetowpathinn.com** before the event date.

3. Terms and Conditions for eBike Hire

COVID19 – To hire a bike from us YOU NOW MUST PROVIDE YOUR OWN HELMET. Staff will ask to see a suitable and well-fitted helmet before releasing a hire bike. PLEASE DO NOT BOOK IF YOU CANNOT PROVIDE YOUR OWN HELMET.

COVID 19 HIRE DECLARATION

In accepting our terms and conditions of hire you are confirming that...

- You have not been infected or shown symptoms of Covid-19
- No one in my household has been infected or shown symptoms of Covid-19
- No one in my household is in the vulnerable or extremely vulnerable categories as defined in the current UK Government advice

All hire bookings require payment in full. We are unable to hold or reserve bikes until they have been fully paid for. In the event of cancellation, your hire date can be rescheduled or the hire fee refunded up to 14 days before the hire date. No changes can be made within 14 days of the hire date.

Under the terms of our hire agreement, accident and/or crash damage is chargeable to the hirer. We offer an optional damage waiver, which covers the cost of equipment repair as a result of an accident and crashes during the hire period. If you choose not to purchase the

waiver then you will be held responsible for the cost of any damage that may occur to the bike whilst it is in your possession. Please note that the waiver specifically does not cover:

- Deliberate or reckless abuse.
- Theft of the bike.
- Incorrect adjustment of the bike by the hirer.

The Towpath Inn Ltd and Ty Towpath Ltd reserves the right to terminate the hire agreement and take possession of hire bikes, without refund if, in the opinion of company staff, the bikes are being used in a reckless manner or being wilfully abused.

Helmets are included in the bike hire price and must be used at all times.

Children under 16 must be accompanied by an adult at all times.

The Towpath Inn eBike(s) are rented out clean and in proper working condition and must be returned in the same manner.

Instruction will be provided in the use of the eBike(s) including the particularity of the electric assist technology, battery charging, etc.

eBike(s) are/can be rented with a battery charger, but no spare batteries. It is the responsibility of the customer to ensure that they understand the limitations of the bike, range display, and travel within the relevant range. Customers envisaging journeys requiring the logistics of battery replenishment should discuss this with The Towpath Inn and agree on an appropriate plan.

eBike(s) are rented with equipment to fix punctures and perform minor adjustments. It is the responsibility of the customer to resolve issues through their own resources while the bike is under their possession. The Towpath Inn and Ty Towpath will aid where possible.

Helmets are included in the rental but are required to be worn always while riding rented eBike(s)

eBike(s) are maintained in a roadworthy condition. However, it is the responsibility of the customer to check the bike before setting out on any ride.

The customer accepts the use of the equipment as is and accepts full responsibility for the care of the equipment while under his/her possession.

The customer agrees to return the bike in clean, undamaged condition to avoid any additional charges for the repair, maintenance or replacement.

eBike(s) should be returned clean of mud and debris – normal road grime and canal dust is accepted. Any eBike(s) not returned clean may attract a cleaning fee. A bike cleaning station is provided at The Towpath Inn, Gilwern.

Undamaged 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. Damaged parts or components will be repaired/replaced at The Towpath Inn's and Ty Towpath's discretion and the customer agrees to pay workshop rates and retail prices for components replaced.

Half-Day and Daily rentals are due back 15 minutes before the closing time. Late returns are subject to fees. Bikes not returned will result in a full charge at the current RRP for their replacement.

The Towpath Inn is not responsible for the recovery of the eBike(s) in the possession of the customer. This may be performed but it is at the discretion and terms laid out by the company

Ebikes may not be ridden by anyone below the age of 14 years old under UK law.

We require a photo ID (driving license or passport) to be left with us for the duration of the hire period.

Rental Window is from **11 am until 6 pm Weekdays 10 am until 6 pm weekends**. Bikes returned late will be subject to a late return fee of £25.00 per 1/4 hour.

Our bikes are for use on and around The Brecon Monmouthshire Canal Towpath, for light trail and cycle path use only. Our bikes are not designed for XC or downhill riding. Bikes may not be used for competitive racing, shuttle access downhill riding or any other type of organised event.

We do not permit the fitting of child seats except those approved and fitted by The Towpath Inn ltd which are available as an option when booking. This includes child trailers or tag-along style children's trailer bikes to any of our hire bikes.

All bikes come supplied with flat pedals.

4. Financial Assurance

To secure the rental equipment, a security deposit (250.00 GBP) will automatically be reserved as a cover reservation from your payment card 24 hours before the rental starts and released after the rental has ended.

Customer agrees to provide The Towpath Inn with credit card details for precautionary use:

I authorise The Towpath Inn Ltd to charge the credit card submitted for all eventual costs in case of damage to the e-Bike(s) during my rental period, comprehensive of labour, except in the case that I can demonstrate other's faults with evidence and all necessary information for reimbursement. In case of theft, I will be responsible for reimbursing The Towpath Inn (or) Ty Towpath Ltd for the original price of the e-Bike(s), plus the cost of any accessories that were provided at the time of the bike rental.

Please note, we are not responsible for the recovery of the eBike(s) in the event of an unplanned event that is outside of our control, namely:

Rider capability – the rider is not capable of riding a bicycle effectively

Ride schedule – the rider is not meeting their schedule and needs to abort the trip and not return the bike to base

Battery discharge – route planning and preparedness leaving the rider without electrical power

Puncture – an everyday eventuality associated with bicycle riding which the renter will have been equipped to repair

Fatigue – the rider is not in a condition to ride a bicycle effectively

Accident – where an accident prevents further travel

If the bike fails because of a technical malfunction, we will arrange for repair or return of the bike and associated rider.

The Towpath Inn Assumption of Risk, Waiver and Release Agreement

Assumption of Risk: I understand and accept that renting this eBike(s) and participating in bicycling exposes me/my child to many hazards that may entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I/my child should be in good physical health to participate in bicycling, and I confirm that I/my child has no significant health issues that prevent me/my child from participating in bicycling. I/my child has no medical conditions, nor have I/my child been diagnosed with a condition that prevents me from bicycling. In spite of the aforementioned risks and acknowledgements, I hereby assume all risk of injury or loss of life to myself/my child and loss of or damage to property arising out of renting this e-Bike and participating in bicycling. I understand the inherent risk involved in using this rental bicycling equipment and accept full responsibility for any and all such damage or injury which may result.

Waiver and Release: In consideration of The Towpath Inn ltd (Or) Ty Towpath Ltd me/my child this bicycle, I specifically release and forever discharge The Towpath Inn Ltd (or) Ty Towpath

Ltd 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/my child may suffer while renting this eBike(s) and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of The Towpath Inn Ltd(or) Ty Towpath Ltd or its affiliates, officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release The Towpath Inn Ltd (or) Ty Towpath Ltd 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 The Towpath Inn (or) Ty Towpath Ltd or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully realise that if injury, illness, death or damage occurs to me/my child while I am engaged in renting this e-Bike or participating in bicycling, I will have no right to make a claim or file a lawsuit against The Towpath Inn Ltd (or) Ty Towpath Ltd or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury/my child's injury, illness, death or damage.

I realise the importance of wearing a helmet. A helmet must be worn at all times. 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. The Towpath Inn Ltd (or) Ty Towpath Ltd has answered any questions I have had.

I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.

By confirming for a minor, I am agreeing that I am their parent or legal guardian and am releasing The Towpath Inn (or) Ty Towpath Ltd from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this agreement for use of eBike(s) and release and waiver of liability. Furthermore, I agree to the terms of The Towpath Inn Ltd & Ty Towpath Ltd- rental agreement above.

4. Privacy Policy and Cookies

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

You are legally entitled to request details of the personal information which we hold about you, under the UK's Data Protection Act 1998.

Contract execution

Your personal data will be used to provide the information, goods and services offered through our website to you, for billing and order fulfilment.

Email newsletter

If you sign up to our newsletter we may use your email address to send you information about products or services.

You can opt out of these at any point and you can ask for personal data to stop being recorded at any time.

Cookies & monitoring

A cookie is a small text file that we store on your device. Our website uses cookies to distinguish from other users of our website. Cookies also provide us with information about how this website is used so we can keep it as up to date, relevant and error-free as possible.

- Strictly necessary cookies – These are cookies that are essential to the operation of our website.
- Analytical/performance cookie – These cookies allow us to recognise and count the number of visitors to our website.
- Functionality cookies – These cookies are used to recognise you when you return to our website.
- Targeting Cookies – These cookies record your visit to our website, the pages you have visited and the links you have followed.

We may monitor traffic to our site and collect the following information:

- The IP address of your computer.
- The referring website from which you have got to our website from.

The reasons for this are:

- To make ongoing improvements to our website based on this data.
- To see our most popular sources of business.
- Disclosure of personal data

We may disclose your personal data:

- To other companies within our group.
- If we sell our business.
- To agents and service providers.

- In cases where we are required by law to pass on information or if we believe action is necessary for fraud, cyber crime or to protect the website, rights, personal safety of person/s.
- We may also disclose aggregate statistics about visitors to our website (customers and sales) in order to describe our services to prospective partners (advertisers, sponsors) and other reputable third parties and for other lawful purposes, but these statistics will include no personally identifiable information.

If you are concerned about your data, you have the right, subject to the payment of a small fee to request access to personal data which may hold or process about you.

5. Conclusion

These terms are governed by English law. Any contract for the purchase of goods from this site and any dispute or claim arising out of or in connection with any such contract will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident in Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident in Scotland you may also bring proceedings in Scotland.