



RAPHA CYCLING CLUB (RCC) BIKE SHARE PROGRAMME

TERMS AND CONDITIONS OF USE

I, _____ will CAREFULLY READ all terms and conditions before entering this Agreement:

1. Must inspect bicycle before use, riding and/or operation. I agree to ensure the bicycle is in proper working order BEFORE using the bicycle and while within 20 feet of the Rapha Cycling Club (“RCC”) location. I will examine and test the bicycle’s operating parts including but not limited to: the brakes, steering apparatus, tires, pedals and lock, before using/or operating the bicycle. This is not intended to be an exhaustive list. I will adjust bike seat to fit physique. If inspection and initial testing of the bicycle indicates any defect, damage or failure to operate as a normal bicycle, the bicycle shall not be used and/or operated, and I will contact and notify the RCC Bike Hire Programme (the “Programme”) at rcc@rapha.cc of any and all repairs that the bicycle may need as soon as possible.

1a. Understand that the Programme is responsible for repairing all Programme bicycles, and so I will not attempt to repair the bicycle myself. I agree to accept any costs I incur from damages caused through an attempt to repair a bicycle, and to release the Programme, Rapha Racing Limited (“Rapha”), Rapha Racing LLC, the RCC, any commercial partner of any of the foregoing and any of their directors, employees, agents, officers, members, volunteers, as well as other participants and, if applicable, owners and lessors of premises on which the cycling takes place from all liability if any injuries occur during an attempt to repair the bicycle.

2. Agree that the bicycle and any equipment attached thereto, at all times, remains the exclusive property of Rapha or its commercial partner. I will not make any type of modification to the bicycle at any time. If through my modifications the bicycle is damaged, I will accept the incurred costs.

3. Will use a helmet at all times during riding to decrease the chance of injury. Helmets will not be provided by the Programme.

4. Agree to follow all laws pertaining to the use, riding and/or operation of the bicycle, including all national and local laws and the rules and regulations pertaining to bicycles in the country in which I am riding. I certify that I am familiar with the laws, rules, and regulations pertaining to the use, riding and/or operating of the bicycle before riding. I acknowledge and understand that the Programme does not provide training regarding the use or operation of the bicycle.

5. Will not, under any circumstances, use, ride and/or operate the bicycle after consuming, ingesting and/or using alcohol or drugs and/or if I have a blood alcohol concentration above the local legal limit.



6. Agree to not, under any circumstance, use, ride, and/or operate the bicycle in inclement or dangerous weather, including but not limited to severe lightning storms, gales, icy conditions, fog, and /or heavy rain, hail or snowfall. I also acknowledge that the Programme may cancel the hire of bicycles during extreme winter conditions.

7. Further understand that the bicycle is intended for only limited types of use: I will not use the bicycle for mountain bike riding, cyclocross, stunt or trick riding. I will not allow any third party to use the bicycle, in any way whatsoever, whether free of charge or for consideration. I will not carry and/or transport any person or passengers on the bicycle under any circumstances. I shall not add any kind of seat or modification to allow someone to ride on any part of the bicycle.

8. Accept and abide by the RCC operating hours and bicycle availability provisions: I agree to check availability of Programme lending online or by emailing rcc@rapha.cc Bicycles must be returned within the maximum loan time limits allowed and agreed on by the RCC. Bicycles are limited and the RCC may not have available bicycles for loan at all times.

9. Agree that any activity deemed as misuse of the bicycle may lead to temporary suspension from the Programme and/ or the RCC and/ or termination of my involvement in, or membership of, the same.

10. Agree to return the bicycle to the designated RCC location by the end of the agreed period. The RCC can decide to suspend my membership temporarily and/or to charge me a fee for the rental of the bicycle if the bicycle is not returned within 24 hours. After my third suspension, I understand that my participation in the Programme may be permanently terminated without any refund.

11. Agree to immediately report to the RCC a stolen or lost bicycle. I am responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, legal fees, judgments, suits, or disbursements of any kind or nature whatsoever related to a stolen or lost bicycle.

12. Agree to return the bicycle to the RCC location it came from in the same condition received, ordinary wear and tear excepted. I agree to ensure that the bicycle is never left unattended, either locked or unlocked. The RCC will not be responsible for any lost, stolen, destroyed, and/or damaged bicycles under any circumstances, regardless of whether bicycle locks were used, broken and/or not properly functioning. I agree to pay for any damage, including replacement parts, to and/or destruction or loss of the bicycle, even if damage was caused by someone else. All repairs needed as a result of any such loss, destruction or damage, will be performed at the normal working rates. In the event the bicycle is lost, destroyed or damaged beyond repair, regardless of fault or cause, I agree to pay Rapha the full replacement value of the equipment and that this may be as much as £1,000.

13. Understand that additional terms and conditions shall apply in the event that I wish to participate in a ride arranged by Rapha.



14. Agree to the use of my personal data in accordance with the Rapha privacy policy (<http://pages.rapha.cc/service/privacy-policy>).

15. Understand that Rapha shall have the right to revise, change, and modify these Terms & Conditions at any time without prior written notification by posting the revised version on its website. I shall be solely responsible for reviewing and becoming familiar with any modification to these Terms & Conditions. Use and/or operation of the bicycle by me following any modifications to these Terms & Conditions constitutes my acceptance of these Terms & Conditions as modified.

16. These Terms & Conditions shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction in respect of the same.

After careful deliberation, I voluntarily give my consent and expressly agree to all these Terms & Conditions as set forth above. By signing below, I agree that I, , have read, understand and expressly agree to the above agreement and terms and conditions.

Printed name of participant:

RCC number:

Mobile number:

Emergency contact name:

Emergency contact number:

Signature:
