

**MDX Freewheelers Cycle Loan Scheme**

The scheme is open to current students and staff of Middlesex University only.

I would like to be part of the Middlesex University Cycle Loan Scheme. Please register my application so that I can book and borrow one of the Middlesex University bikes. I understand and agree to comply with the terms and conditions of the MDX Freewheelers cycle loan scheme.

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|  **Name** |   |
| **Student or staff ID** |   |
| **Term time address** |       |
| **Phone number** |   |
| **Email** |   |
| **Signature** |   |

**Terms and Conditions**

By completing this Bicycle Loan Agreement Form you agree to be bound by the following terms and conditions. You should read these terms and conditions carefully, and sign your acceptance.

**1. Membership Registration**

1.1 Participants must complete the Registration Form and pay the Registration Fee to register as a member of MDX Freewheelers, which confers eligibility to hire a bicycle for personal use.

1.2 Hirers must provide their student or staff ID card on the day of hire (without exception).

2. **Registration Fee**

2.1 The Registration Fee will be held as a “Deposit” from the time that you register, until the time that you cease to be a student or staff member of the University. When you cease to be a student or staff member of the University you may apply for a refund of your “deposit” and this will be returned to you as long as there is no unreasonable damage to the cycle or ancillary equipment on their return.

2.2 The current Registration Fee is £25.00

2.3 Payment of the Registration Fee must be made in person at The Fitness Pod Reception

**3. Booking of Bike Hire**

3.1 The Hirer may book a bike for hire up to 7 days in advance. Bicycles may be hired for the following periods: ½ Day; 1 Day; 3 Days.

3.2 The Hirer may renew additional periods of hire, subject to availability, either in person or by phoning The Fitness Pod Reception on 020 8411 6343

3.3 Bookings should be made in person at The Fitness Pod Reception, or can be made over the telephone on 020 8411 6343. This can be over the phone If already registered.

**4. Responsibilities of The Owner (University)**

The Bike and associated equipment will be inspected and maintained regularly by Middlesex University.

**5. Responsibilities of the Hirer**

5.1 Hirer’s must confirm that theycan ride a bike proficiently and safely; are in good general health; have a good standard of eyesight or wear corrective lenses/ glasses; and are not suffering from any medical condition or disability which is likely to adversely affect the normal control of the bicycle.

5.2 Hirer’s must collect the bike on the booked issue date and return it in good condition on or prior to the booked return time. The Fitness Pod Reception is open and available for Bike Hire collection and return from 9.00am to 9.00pm Monday to Friday.

5.3 Bicycles will be hired out in a good condition, but it is the responsibility of the Hirer to check for themselves before the bike is used. This includes checking brakes, steering, tyres, drive train (chain/ pedals) and lights.

5.4 The Hirer will be issued a key for the Bike lock, as well as a set of lights (front & back). Lights should be attached to the bike and we recommend their use at all times the bike is being ridden. Lights are USB Chargeable and will be provided fully charged. The hirer is responsible for recharging as required during periods of extended use.

5.5 Hirer’s should return the bikes at the end of the hire period (or before) in the condition in which they received them. If there are any issues with the bike such as a puncture/ flat tyre, this should be reported to the Fitness Pod reception.

**6. Conditions of Hire**

6.1 The Hirer must take full responsibility for the bike when hired out to them. This includes:

6.1.1 Ensuring the bike is locked to a fixed object when unattended. Even when locked it is your responsibility to protect the welfare of the Bike and not leave it unattended for extended periods of time.

6.1.2 Ensuring the bike is not used by another person and not sold, charged, assigned, leased or otherwise disposed of.

6.1.3 Hirers must follow and abide by “The Highway Code” when using the bike, and comply with relevant legislation including local byelaws.

6.1.4 Hirers must not ride the Bike whilst unfit through drink or drugs.

6.1.5 Hirers must pay on demand all fines and court costs including administrative fees for any violations assessed against you during the Loan Period.

 7**. Disclaimer of Liability**

7.1 As the Hirer, you acknowledge that any cycling activity involves a certain element of risk. You are advised that by requesting and being accepted to hire the bike, you do so entirely at your own risk. Middlesex University does not accept any liability for personal injury, loss or damage to property beyond their legal obligation.

7.2 You must not ride the Bike if it is faulty or defective. *If any problems are noticed, then this should be reported to The Fitness Pod staff immediately. You will be issued an alternative bike (subject to availability) Alternative bikes will be issued on the same terms.*

7.3 Helmets are recommended to be worn at all times when riding a bike, for your own safety. Although not a legal requirement, we strongly recommend everyone wears a helmet. By signing this Disclaimer, you assume full responsibility for any accident, injury or death which should occur as a result of taking the decision not to wear a helmet.

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| I have read, understood and accept all the Terms and Conditions of the MDX Freewheelers Cycle Loan Scheme. I understand that I take full responsibility for my own health and safety while riding the loan cycle, and my obligations to look after the bicycle while it is hired out in my name. |
| Name: | Signature: |
| Date: |  |

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| **Helmet Disclaimer** – I accept full responsibility for any accident, injury or death which should occur as a result of me deciding not to wear a safety helmet while riding this loan bike. |
| Name: | Signature: |
| Date: |  |

In emergency situations please contact the University Security Emergency line 020 8411 6200.

 You and Middlesex University expressly agree for the purposes of the [Contracts (Rights of Third Parties) Act 1999](http://www.legislation.gov.uk/ukpga/1999/31/contents) that they do not intend any other person to be able to enforce any term of this Loan Agreement.

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| **For Office Use** |
| Staff / Student ID Checked |  |
| Deposit Taken (£25.00) |  |
| Lights/ Lock Issued |  |