

## **SOLIHULL COUNCIL'S TERMS AND CONDITIONS FOR ADULT AND FAMILY CYCLE TRAINING COURSES**

These terms must be agreed by an adult (someone over the age of 18), or where families are participating in an event must be agreed by an adult member of the family for and on behalf of all family members for whom they book.

The adult making the booking is to take responsibility for managing and passing on any communications about the booking, including these terms and conditions, to all the people for whom they are booking.

This is an agreement between the Council for the Metropolitan Borough of Solihull ("**the Council**") and you, or you for your own behalf and for and on behalf of all family members for whom you are booking (each a "**Trainee**"). It relates to all public cycle training and other cycling activities run for adults or families run by the Council (the "**Training**") on or after the date of this agreement.

The Trainee agrees to take lessons from a qualified instructor ("**the Instructor**") for the duration of the Training to gain practical skills and understanding of how to cycle safely on today's roads. The Trainee understands and agrees that:

1. Registration of all Trainee's must be completed.
2. Except in cases where the Council supplies the cycle, it is the Trainee's, or the parent/carer's responsibility to ensure that the cycle to be used is roadworthy and complies with all legal requirements before attending the Training session. If in any doubt about this, the Trainee or parent/carer should consult a qualified Cycle Mechanic. Instructors are not obliged to carry out repairs and will refuse training if the Trainee's cycle is not roadworthy. Their decision is final and the Trainee will not be entitled to a refund.
3. The Instructor may at any time refuse to continue a training session if the Trainee's does not follow the directions of the instructor(s) or their behaviour is deemed to be a hazardous to the Trainee, or other people. The Trainee will not be entitled to a refund.
4. The Council is not responsible for any injury to the Trainee or for damage to or the loss of property either on the way to, during the training or, on the way from the training unless this has been caused by an Instructor's negligent act or omission.
5. Personal belongings are brought to the training sessions at the owner's own risk.
6. All Trainees will be assessed in a traffic-free space and should demonstrate the required standard before they will then be taken out on to local roads for further on road training.
7. Where the Instructor decides a Trainee is not ready to be trained on the road, the Instructor's decision is final.
8. You confirm you understand that whilst the Council and its instructors are registered to deliver cycle training to the National Standard, that the training alone does not necessarily mean it is safe for the trainee to ride a cycle. To become a confident and safe cyclist takes on-going practice.
9. All Trainees must wear a cycle helmet during the training session, unless unable to do so on religious grounds.
10. The helmet should conform to current British Standards, be the correct size and be securely fastened. The Instructor will advise the Trainee as to the fit of the Trainee's helmet but may not be able to tell from its appearance if it is in good condition.

11. The Instructor should be made aware of any medical condition the Trainee has which may affect the training.
12. The Trainee is responsible for wearing suitable clothing for the prevailing weather conditions expected during the Trainee's training session.
13. In order to access funded cycle training the Trainee may be required to provide information relating to gender, age and ethnicity. This data would be shared after the training with the funder in an anonymised format to monitor that training is available to all. Where this is required it will be made clear on the booking form.

#### **Covid-19 policy**

14. The trainees are always required to maintain social distancing during training sessions or events, except in case of emergency.
15. If the trainee who took part in the training session or event develops any symptoms of Covid-19 within 48 hours of the session or event, the Council, Sustainable Travel Team must be informed.

#### **Cancellation policy**

16. Cycle training will usually take place in the event of poor weather to reflect what it is really like to cycle on today's roads. The instructor will decide if training should not go ahead or finish early in the event of very poor weather. If training does not take place or finishes very early the session will be rescheduled at no further cost.
17. Subject to clause 18 below, if the Trainee or a parent/carer on their behalf fails to provide 7 or more days' notice that they are unable to attend a cycling session any fee paid will not be refunded unless the Council is satisfied that it was on the grounds of ill health or injury. In these cases the Council will attempt to rebook a session on a later date, or refund if this is not possible.
18. Either the Council or Trainee may cancel and reschedule where possible without further charge where i) government restrictions or guidelines require the Trainee, or instructor to quarantine or self-isolate due to the Covid-19 pandemic, or ii) other circumstances beyond the reasonable control of either party which could not reasonably have been foreseen at the time of booking prevents the training going ahead.

**These terms and conditions apply to any cycle training organised by the Council for the public and must be agreed before the training session can commence. Instructors are not at liberty to amend these terms and conditions.**

**By proceeding with the booking for the training course you confirm your agreement to the above terms including on behalf of any person for whom you book.**

#### **Data Protection and Privacy Notice**

- You can find the Council's data protection policy here: [Data Protection | solihull.gov.uk](https://www.solihull.gov.uk/Data-Protection)
- You can find the Council's privacy notice here: [Privacy Notice - Resources \(solihull.gov.uk\)](https://www.solihull.gov.uk/Privacy-Notice-Resources).

#### **Dispute procedure**

- If you are unhappy with any aspect of your training, please contact us at [Bikeability@solihull.gov.uk](mailto:Bikeability@solihull.gov.uk)