

SOLIHULL COUNCIL'S TERMS AND CONDITIONS FOR REGISTRATION OF A CHILD FOR COUNCIL ORGANISED CYCLE TRAINING OR CYCLE EVENT.

THESE TERMS ARE TO BE AGREED BY THE PARENT/CARER (THE PERSON WITH PARENTAL RESPONSIBILITY) FOR ANY PERSON UNDER THE AGE OF 18 YEARS.

This is an agreement between the Council for the Metropolitan Borough of Solihull (“**the Council**”) and you, the parent or carer, acting for and on behalf of a person under the age of 18 years (the “**child**”). It relates to all cycle training and other cycling activities run by the Council which you wish to book on behalf of the child (the “**Training**”) on or after the date of this agreement.

The parent/carer understands and agrees that; -

1. Registration of a child must be completed prior to Training.
2. The child must wear a helmet to participate in the Training unless for religious reasons.
3. The parent/carer is responsible for ensuring the cycle helmet conforms to current British Standards and is the correct size and fastens correctly.
4. It is the parent/carer’s responsibility to ensure the child’s cycle is roadworthy and complies with all legal requirements before attending the Training session. If in any doubt about this, consult a qualified Cycle Mechanic. The Instructor(s) may make minor adjustments to the child’s cycle if necessary.
5. The Instructor(s) may refuse to train the child if the child’s cycle is not roadworthy or may be a hazard to the child, or other people. Their decision is final. Any fee paid will not be refunded if the Training session cannot proceed as a result.
6. The child is to conduct him/herself in an appropriate manner and follow the directions of the Instructor(s). The Trainee will not be entitled to a refund if the Training session cannot proceed for this reason.
7. The child is to be suitably dressed for cycling in the weather conditions.
8. The parent/carer is responsible for making the instructor aware of any medical condition the child has which may affect the training.
9. Personal belongings are brought to the training sessions at the owner’s own risk.
10. The Council is not responsible for any injury to the child or for damage to or the loss of property which occurs 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.
11. All trainees will be assessed in a traffic-free space and should demonstrate the required standard before they will be taken out on to local roads for further on road training.
12. Where the instructor decides the child is not ready to be trained on the road, the Instructor’s decision is final.
13. You confirm you understand that whilst the Council and its instructors are registered to deliver cycle training to the National Standard, but 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.

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. Bikeability 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 19 below, if the parent/carer 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 the parent/carer may cancel and reschedule where possible without further charge where i) government restrictions or guidelines and the quarantining and self-isolation of the trainee, or instructor 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 and which prevents the training going ahead.

Information required for Training Courses Funded by The Bikeability Trust

19. The Bikeability Trust and the Department of Transport as a condition of funding require training providers to collect data relating to rider characteristics for the purpose of ensuring the funded training is made available to all. Where any training courses for children are funded by The Bikeability Trust, the parent/carer is required to provide information on booking relating to the child's gender, ethnicity, pupil premium and any special educational needs or disability (SEND). After the training has taken place this data will be shared by the Council in anonymised form and this data will be deleted after 3 months. Where this data is required it will be requested in the booking form.

These terms and conditions apply to any cycle training organised by the Council for the public and must be agreed by the parent/carer before the child's 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 on behalf of your child/the child for whom you are legally responsible.

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, or your child's training, please contact us at. Bikeability@solihull.gov.uk