

City of Westminster Cycle Parking Terms & Conditions

By ticking the box on the online application, you confirm that you have read these terms and conditions, that you understand them and that you agree to be bound by them.

DEFINITIONS:

“Operator” means City of Westminster whose office is at 64 Victoria Street, City Hall, London SW1E 6QP

“Council” means the organisation which owns the facilities

“Member” means the individual who pays for and wants to use the services provided by the Operator and Landlord

“Membership” means the service provided by the Operator to the Member

“Facility” means the cycle parking (for example Bike hangar, Bike locker, Cycle Hub) which is managed by the Operator and where the Member’s bicycle will be stored

“Access Key” means the key with which a facility can be opened and closed

“Security Tag” means the tamper proof tag with a unique code, which is to be located under the saddle of the bicycle

“Bicycle Depot” means the place where bicycles, which have breached these terms and conditions are temporarily stored.



TERM

- 1.1 The services shall be provided from the date that payment is received from the Member and will last for an initial period of 1 year.

2 ELIGIBILITY

- 2.1 The Member's sole or main home must be within the City of Westminster.
- 2.2 The Member must demonstrate the above by providing the proof requested by the Council with your application. Examples of acceptance proofs can be [found on Operators website](#).
- 2.3 Members will be required to provide proof of continued residency upon subsequent annual renewals. Examples of acceptance proofs can be [found on Operators website](#).
- 2.4 Where a cycle parking facility is located within a Westminster housing estate, priority will be given to applicants who reside within the estate.

3 COST AND PRICING

- 3.1 The cost of membership will be taken annually in advance, then due every year thereafter until the membership is terminated. Any membership payment made is non-refundable.
- 3.2 A refundable deposit will be required for each Access Key. This deposit will be payable at the same time as the initial membership payment and will be refunded when the membership is terminated and the Access Key is returned to the Operator.
- 3.3 All charges are set by the Operator and are subject to change.

4 USE AND SUBSCRIBER'S DUTIES

- 4.1 The facilities provided are for the sole use of the Member and are non-transferable. Spaces are to be used for the storage of a bicycle belonging to or in the care of the Member. No other accessories or items are to be stored.
- 4.2 Where a Member is given a designated numbered parking space within the facility, they must only park their bicycle within this space. Members found to be storing their bicycle in an alternative space will be in breach of these Terms and Conditions and the Operator may remove the bicycle or other items without notice. The Operator reserves the right to remove any locks should the member be in breach of these Terms and Conditions.
- 4.3 Only one bicycle per space is permitted. Members found to be storing more than one bicycle in a space will be in breach of the Terms and Conditions and the unauthorised bicycle may be removed by the Operator without notice. The Operator reserves the right to remove any locks should the member be in breach of these Terms and Conditions. In facilities where a Security Tag system is in place, one Security Tag per bicycle space will be provided by post to each Member on completion of the initial payment. Each bicycle must have a Security Tag visibly attached to the seat post.
- 4.4 One Access Key per membership will be provided by post to each Member on completion of initial payment. The Member must not attempt to create additional or duplicate Access Keys.
- 4.5 Facilities will be accessible 24 hours a day, unless otherwise stated. Care and consideration must be observed in relation to excessive noise or disturbance to neighbouring residents and to reduce this where possible.



- 4.6 The Member must read and comply with the user instructions for the facility, which will be sent to them in their welcome email and will also be available on the Operator's website.
- 4.7 Some facilities may have restrictions on the continuous storage of bicycles. Where a facility operates such a policy, this will be communicated to the Member on the Operator's website and in their welcome email. If a bicycle is found to be continuously stored at the facility for longer than the maximum term, it will be removed as per the Operator's removal policy.
- 4.8 The Member must take all reasonable care when using the facility and must avoid damaging it or any equipment contained within it.
- 4.9 The Member must report any damage or maintenance issues to the Operator. Maintenance issues will be rectified by Operator as soon as possible, subject to contractual obligations and Landlord approval.
- 4.10 The Operator and the Landlord are not responsible for loss and/or damage and/or theft of items stored in the facilities. The Operator does not insure any bicycles or accessories stored in the facilities which they manage. All Members are responsible for arranging their own insurance of any bicycle stored in the facility. All items are left at the owner's risk. Further details can be found in the Cycle Theft Policy (see below).
- 4.11 The Member is responsible for ensuring that their payment is maintained and that any arrears are cleared within 14 days. Once an account falls into arrears, greater than 14 days, the Operator reserves the right to remove a member's bicycle with immediate effect and without notice.
- 4.12 The facilities are not recommended for cargo bikes unless specific cargo bike parking is provided; accessories such as child seats and front seats may not fit on some occasions. If your bicycle does not fit, you have 14 days to return the keys for a full refund.

5 REMOVALS

- 5.1 It is prohibited to store any items or goods in the provided facilities except bicycles.
- 5.2 Any prohibited items will be removed by the Operator and any costs incurred will be borne by the Member. The Member is not entitled to any compensation or the restitution of any goods removed, or any damage caused to such goods including bicycles and locks.
- 5.3 A bicycle that has no Security Tag attached and/or has not been parked in the designated numbered parking space (if applicable), may be removed by the Operator without prior notice from the facility and transported to the Bicycle Depot.
- 5.4 Removed bicycles will be kept for a maximum of 30 days in the Operator's storage facility. Bicycles which are not collected after 30 days become the property of the Operator and will be donated to charity. If your bicycle has been removed, please contact CycleParking@westminster.gov.uk to arrange collection. Should the storage depot be operated by one of the Operators third party suppliers, a storage fee may be incurred.

6 KEYS, CARDS AND ACCESS

- 6.1 In case of loss or theft of an Access Key or Access Card, the Member must immediately inform the Operator. The Member is responsible for the costs arising from the loss of the Access Key or Access Card including the creating and issuing of a new key or card and, if deemed necessary by the Operator, the replacement all Access Keys for all users.



- 6.2 All replacement Access Keys or Access Cards must be paid for in advance and will only be ordered upon receipt of the monies. Replacement keys and cards have a lead time of up to 3 working weeks. Any deposit is refunded upon the return of the Access Key to the Operator on termination of membership only. Deposit amounts cannot be used to purchase replacement keys.
- 6.3 The Operator may at its discretion open the facilities for regular maintenance, security or other reasons and will not be obligated to notify the Members.
- 6.4 The Operator reserves the right to change the lock to the facilities at any time. Where appropriate, a new Access Key or Access Card will be provided to Members.
- 6.5 The Operator is not responsible for disruptions to the Service that are outside our control, that may result in temporary lack of access to the facility or to bicycles stored within the facility. If our provision of the Service is delayed by an event outside our control, then we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 6.6 We will contact you in advance to tell you we will be suspending supply of the Service unless the problem is urgent or an emergency. If we have to suspend the Service for longer than 30 days we will add any period for which the Service is suspended on to the Initial Term.
- 6.7 Reasons we may suspend the supply of Service to you. We may have to suspend the supply of the Service to:
- i) Deal with technical problems or make minor technical changes;
 - ii) Update the Service to reflect changes in relevant laws and regulatory requirements;
 - iii) Make changes to the Service as notified by us to you

7 TERMINATION

- 7.1 The Member can apply to the Operator to cancel their membership at any time, by sending a cancellation request to CycleParking@westminster.gov.uk.
- 7.2 Prior to the end of the yearly membership period, the Operator will contact the member by email to inform them that they must renew their annual membership and make payment for a further 12 months before the stated renewal date. If the Member fails to renew their membership by the stated renewal deadline, then it will be terminated by the Operator.
- 7.3 On termination of the membership, the Member will return their Access Key to the Operator immediately. It is the Member's responsibility to make sure the Access Key is returned. The Operator shall refund to the Member their deposit upon receipt of the Access Key.
- 7.4 If the Member fails to return the Access Key or Access Card to the Operator within five working days from date of termination of the membership, the Member will forfeit their deposit money.
- 7.5 If the Member submits a cancellation request part way through their annual subscription period, a refund will be issued for any whole unused quarter (3 months) of the subscription period. For example, if the Member cancels the subscription during the 8th month, then a refund will be issued for months 10, 11 & 12 only. The refund amount will be calculated from the date the cancellation request is sent by the Member.
- 7.6 Refunds will only be issued for authorised and fully paid subscriptions.



- 7.7 Where a refund is due for a portion of unused time, a £5 admin fee will be deducted from any monies returned to the Member.
- 7.8 The operator reserves the right to withhold any refund if the Member does not return the Access Key in a timely manner, as per 7.4 above.
- 7.9 Refunds will be returned to the debit/credit card used to make the original subscription payment. If this card has since expired the Member will be required to provide additional bank details to allow a transfer to be completed.
- 7.10 Any additional costs incurred by the Operator in relation to the failure by the Member to return its Access Key (including changing locks and creating and distributing new keys or cards to other members) will be recovered from the Member. The case may be forwarded to a debt recovery agent if deemed appropriate.
- 7.11 Upon termination, all property belonging to the Member is to be removed from the facilities within five working days. Any bicycles, items or locks not removed will become property of the Operator and will be donated to charity. Any costs incurred will be borne by the Member.
- 7.12 The Operator may suspend or terminate these services at any time for any reason without notice. In these circumstances, any payments already made may be refunded at the Operator's discretion.

8 WARRANTIES AND DISCLAIMERS

- 8.1 The Operator provides the services "as is". To the extent permitted by law, the Operator excludes all warranties, conditions, terms or representations, express or implied, in connection with the services.
- 8.2 To the extent permitted by law, the Operator will not be liable for indirect, special, consequential, exemplary, or punitive damages or lost profits, revenues or data and financial losses.
- 8.3 To the extent permitted by law, the total liability of the Operator, for any claim under these terms, whether in contract, tort (including negligence), and breach of statutory duty or otherwise, is limited to the amount paid for the services.
- 8.4 We are not liable for business losses. We only supply the Service for domestic and private use. If you use the Service for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9 DATA SHARING

- 9.1 The Operator will share the Member's data with companies that are essential to providing services to the Member and contract fulfilment. This includes organisations which are critical to fulfilling customers' orders including manufacturers, sub-contractors and couriers when required.
- 9.2 On occasion, the Operator may share the Member's data with organisations and Local Authorities with a legitimate interest, in order to show a demand for products and services. In these circumstances, the Member's data will be anonymised and used for statistical purposes only, and no personally identifiable information will be shared. By agreeing to these Terms and Conditions, you agree to this anonymised data being shared.



- 9.3 The Operator will only exchange the Member's data with another organisation where:
- I the Operator has the Member's express permission to do so
 - II it is necessary in order to honor a contract between the Member and the Operator
 - III there is a legal obligation to share the information
 - IV it is in the public interest
 - V it is necessary for the establishment, exercise or defense of legal claims
 - VI it is necessary to protect the vital interests of the Member or another person.
- 9.4 The Operator's Privacy Policy is available to view in full at:
<https://www.westminster.gov.uk/data-protection/public-realm-cycle-parking-privacy-notice>

10 ABOUT THESE TERMS

- 10.1 The Operator reserves the right, from time to time, with or without notice to you, to change these Terms and Conditions at our sole discretion. The Terms and Conditions applicable to the services provided will be the version that is current and displayed on this Website. The use of the services after changes are made means that the Member agrees to be bound by such changes.
- 10.2 Members found to be in breach of these Terms and Conditions may have their membership cancelled with immediate effect with no refund and this may result in the forfeiture of any deposit and a lifetime ban from any of the Operators facilities and services.



City of Westminster Cycle Theft Policy

Bicycles should be locked securely, registered and insured.

Your bicycle is left at your own risk. The Westminster City Council (The Council) is not responsible for the loss, damage and theft of bicycles, locks or other items stored in secure cycle storage within the City of Westminster.

The Council recommends that you lock your bicycle using a heavy-duty lock that is Sold Secure rated, as well as a robust chain or cable.

Tips to make sure your bike stays safe and secure

Ensure your location is safe. Make sure your bike is locked in a secure storage unit or in a well-lit non-isolated area and near other bikes.

Use two different high-quality locks. A heavy-duty D-lock from a Sold Secure rated brand and a robust chain or cable is recommended.

Lock both the frame and wheels to the cycle parking facility.

Secure your bike as close to the stand as possible. Your bike should be difficult to manoeuvre with no leverage points.

Remove any quick release parts, such as lights, saddles and wheels.

Register your bike. This will deter thieves and make it easier to find, should it get stolen. You can register your bike at: www.bikeregister.com

Check the secure storage unit is functioning and hasn't been tampered with. If there is damage, report it to the City Council.

Insure your bicycle via a dedicated bicycle insurance provider or add it to your home insurance via a B Corp certified provider.