

Operated by

**EVANS**  
C Y C L E S



## Bicycle Parking Terms & Conditions

These terms and conditions apply to all agreements concluded with the Operator that relate to the parking of bicycles in the bicycle parking facility.

1. Parking can take place on the basis of a day ticket which is paid when collecting the bike or on the basis of subscriptions (monthly and annual) which are also sold on the basis of advance payment. A day ticket is valid on the day only up to the staffed closing time of the parking facility. Monthly tickets may be extended from the 20th of the month prior to the commencement date up to and including the third workday of the month in which the extension is to apply. Annual tickets are valid for 12 calendar months, from the beginning of any month, and are strictly non-transferable. In the event of premature termination of the annual subscription, the applicable monthly rate still applies (rounded up to whole months) for the period up to the date on which the subscription is terminated with a minimum of six months. Premature termination must be requested in writing to Leeds CyclePoint, Evans Cycles Ltd, The Rotunda Building, Leeds Rail Station, Leeds, LS1 4DY.
2. Monthly and annual tickets become valid from the 1st day of a new calendar month.
3. The parking ticket grants the right for a bicycle to be stored. Persons are not permitted to be present in the parking facility for any longer than is necessary to store the bicycle.
4. The presence or behaviour of persons in the parking facility must never be such that it could disrupt the peace, good order, safety or business operations in the parking facility. Customers who enter the parking facility must follow the instructions of the Parking Facility Manager and/or the Operator staff. The Parking Facility Manager and/or the Operator staff are entitled to refuse entry, remove, or have removed, any Customer who does not observe, or appears not to intend to observe, the provisions of these general terms and conditions, the house rules and/or instructions if the Customer cannot reasonably be required to use the parking facility and/or be present there.
5. If a Customer fails to collect a bicycle during the agreed period, the Customer will be liable to pay the daily rate for each day the bicycle remains at CyclePoint.
6. If a Customer fails to collect a bicycle after the end date as indicated on the parking ticket has elapsed, the Operator is entitled to remove the element that fastens the bicycle to the bicycle rack or other stowing option in order to place it elsewhere. In the event, clamping of bicycle is at Operators discretion. The Customer is liable to pay the costs of the removal. The Customer is not entitled to any compensation for any damage to his or her property that may occur as a result of the removal of the bicycle. The Operator will be entitled to the cost of any unauthorised parking.
7. Three months following the expiry of the right to parking, the right to possession of the bicycle is also forfeited unless the claimant informs the Parking Facility Manager in writing that he or she is not able to collect the bicycle. A copy of the parking ticket must be included in any such letter.
8. In the event the parking ticket/swipe card is lost, the Parking Facility Manager will only hand over the bicycle after the claimant has filled in a receipt, paid to be quantified in administration costs, presented a valid proof of identification and the key to the bicycle.
9. The Customer is personally responsible for placing and removing the bicycle in or from the parking facility. The bicycle must be secured with a functioning lock (suitable locks are available to rent from Leeds CyclePoint for a small fee). If the Customer fails to do this, the Customer forfeits the right to any compensation for damages in the event that the bicycle is lost. Loss is compensated, to the extent that loss is not covered by an insurance policy taken out by the claimant, to a maximum amount as indicated in the rates list (£500) and on the presentation of a crime reference number. You will also need to bring in a passport or driving licence as proof of identification and we will then use CCTV to check that the cycle was locked securely.
10. The Parking Facility Manager reserves the right to use camera surveillance. This surveillance will take place with due observation of the provisions of the Personal Data Protection Act.