

PROJECT PEDAL

OPERATED BY CYCLESTATION

Subscription Terms & Conditions

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Version 1.0

Effective from: 08/07/2026

1. Introduction

1.1 Project Pedal Subscription Agreement

This Agreement governs participation in Project Pedal, Cycle Station's bicycle subscription program. By subscribing, you accept these Terms and Conditions. Bicycles remain Cycle Station property, with this Agreement covering payments, maintenance, exchanges, cancellations, returns, and subscriber responsibilities.

1.2 Parties

Operator 43 W Donington St, Darvel KA17 0AW

Subscriber The individual named within the Pembee booking confirmation and associated subscription account.

1.3 Purpose of this Agreement

This Agreement explains how Project Pedal operates, subscriber and Cycle Station responsibilities, subscription inclusions, possible additional charges, and applies throughout the entire subscription period.

2. Eligibility

2.1 Who Can Subscribe

To subscribe to Project Pedal, the Subscriber must:

- ❖ Be at least 18 years of age.
- ❖ Provide accurate and up-to-date personal and contact information.
- ❖ Maintain an active subscription through the Pembee platform.
- ❖ Agree to these Terms and Conditions.

Subscribers are responsible for ensuring that all information provided to Cycle Station is accurate and kept up to date throughout the duration of the Subscription.

2.2 Children's Bicycles

Where a Subscription is taken out for a child, the Subscription must be held by a parent, legal guardian or other responsible adult aged 18 years or over. The Subscriber accepts full responsibility for the bicycle and for ensuring it is used safely and appropriately by the child.

2.3 Verification

Cycle Station reserves the right to request proof of identity and proof of address where reasonably necessary before issuing a bicycle or during the Subscription. Failure to provide requested information may result in the Subscription being delayed, suspended or cancelled.

2.4 Refusal of a Subscription

Cycle Station may refuse subscriptions for false information, unpaid balances, previous breaches, unreturned equipment or safety concerns, explaining reasons where reasonably possible.

3. Subscription Plans & Payments

3.1 Subscription Plans

Project Pedal offers a choice of subscription plans for both new and professionally refurbished bicycles.

Subscribers may choose between:

- ❖ New Bicycle – Basic
- ❖ New Bicycle – Premium
- ❖ Re-Cycle Bicycle – Basic
- ❖ Re-Cycle Bicycle – Premium

The monthly subscription fee for each plan is published on the Project Pedal website and Pembee booking platform. Cycle Station reserves the right to amend subscription prices in the future. Subscribers will be notified in advance of any changes affecting their active Subscription.

3.2 Subscription Fees

The Subscription selected at the time of booking determines the level of service provided throughout the Subscription. Initial payment, followed by monthly payments relative to the selected bike size and subscription plan.

3.3 Payments

All Subscription payments are processed securely through the Pembee booking platform.

The first monthly payment is payable at the time of subscribing before a bicycle is issued.

Thereafter, Subscription payments will be collected automatically on a recurring monthly basis until the Subscription is cancelled in accordance with these Terms and Conditions.

3.4 Missed Payments

Missed payments may result in subscription suspension, withheld services, bicycle return or cancellation. Cycle Station will seek fair resolution first.

3.5 No Deposit Required

No security deposit required. Initial payment and administration fee payable before collection, followed by monthly subscription payments thereafter.

3.6 Ownership

Payment of Subscription fees does not transfer ownership of the bicycle. All bicycles supplied through Project Pedal remain the property of Cycle Station unless otherwise agreed in writing.

3.4 Minimum Subscription Period

Project Pedal requires a six-month minimum subscription. Early cancellation requires remaining payments. Bicycle exchanges are permitted during the minimum term, subject to availability and the Subscription Terms.

4. Bicycle Provision & Ownership

4.1 Bicycle Allocation

Upon commencement of the Subscription, Cycle Station will provide the Subscriber with a bicycle appropriate to the selected subscription plan and, where applicable, the rider's size and ability.

All bicycles supplied through Project Pedal are professionally assembled, inspected and safety checked prior to collection.

4.2 Ownership

All bicycles issued through Project Pedal remain the sole property of Cycle Station throughout the duration of the Subscription.

The Subscriber does not acquire ownership of the bicycle through monthly subscription payments. The bicycle must not be sold, hired, loaned, pledged as security or otherwise transferred to another individual without the prior written permission of Cycle Station.

4.3 Accessories

Where accessories are provided as part of the Subscription (including, but not limited to, locks, lights, mudguards or other equipment), these items remain the property of Cycle Station unless otherwise stated.

Any accessories supplied must be returned with the bicycle at the end of the Subscription.

4.4 Collection and Delivery

Subscribers may collect bicycles free or arrange paid delivery where available. Bicycles should be inspected upon receipt, with any faults reported within 48 hours of collection or delivery.

4.5 Bicycle Exchanges

Where Project Pedal offers bicycle exchanges, Subscribers may request an alternative size as the rider grows, subject to availability. Cycle Station will make reasonable efforts to provide a suitable replacement; however, exchanges cannot be guaranteed immediately and may be subject to waiting periods where stock is limited.

The bicycle being exchanged must be returned in accordance with this Agreement before another bicycle is issued.

5. Subscriber Responsibilities

5.1 Duty of Care

The Subscriber agrees to take reasonable care of the bicycle throughout the duration of the Subscription. The bicycle should be treated with care and used in a safe and responsible manner at all times.

5.2 Safe Use

Subscribers must promptly report any faults, accidents, damage, loss or theft to Cycle Station and must not continue using the bicycle if it is unsafe or unroadworthy.

5.3 Security

When the bicycle is left unattended, the Subscriber must take reasonable precautions to prevent theft or damage. Where a lock has been provided by Cycle Station, it should be used whenever the bicycle is left unattended. Failure to take reasonable security measures may affect the Subscriber's responsibility for any theft or damage.

5.4 Reporting Faults

Subscribers must promptly report faults, accidents, damage, loss, theft or unsafe bicycles and stop riding immediately.

5.5 Alterations

Bicycles must not be permanently modified. Removable accessories are permitted provided they do not damage or compromise bicycle safety.

5.6 Use by Others

Subscriber remains responsible; bicycles must not be hired, sold or transferred.

5.7 Care and Storage

The Subscriber agrees to keep the bicycle in a clean and reasonably maintained condition. Where possible, bicycles should be stored in a secure location when not in use and protected from unnecessary exposure to weather conditions that may cause avoidable deterioration. Avoiding the bike being wet for a prolonged period of time as this causes rusting and may affect the condition of the bike.

6. Maintenance & Repairs

6.1 Cycle Station's Commitment

Cycle Station is committed to supplying safe, roadworthy bicycles to all Subscribers.

Every bicycle issued through Project Pedal is professionally assembled, inspected and safety checked before collection or delivery.

Throughout the Subscription, Cycle Station will provide maintenance and repair services in accordance with the Subscriber's selected Subscription plan.

6.2 Basic Subscription

Subscribers must return the bicycle to Cycle Station for a mandatory service inspection approximately halfway through the minimum subscription term. Basic Subscribers are responsible for all servicing and repair costs.

6.3 Premium Subscription

Subscribers who have selected the **Premium Subscription** benefit from routine servicing and maintenance throughout the Subscription at no additional cost.

The Premium Subscription is intended to provide peace of mind by covering repairs arising from normal day-to-day use of the bicycle.

Where a repair falls within the scope of the Premium Subscription, Cycle Station will carry out the necessary work without additional labour or parts charges.

6.4 Normal Wear and Tear

Premium Subscriptions include maintenance for normal wear and tear, including routine servicing, safety inspections, brake and gear adjustments, puncture repairs, chain, cable and tyre replacement where required.

6.5 Exclusions

The following are **not** considered routine maintenance and are not automatically covered under the Premium Subscription:

- ❖ Deliberate damage
- ❖ Misuse of the bicycle
- ❖ Damage caused by stunts, racing or other inappropriate use
- ❖ Damage resulting from negligence or failure to report faults
- ❖ Theft or attempted theft
- ❖ Vandalism
- ❖ Loss of the bicycle or accessories
- ❖ Cosmetic damage that does not affect the safe operation of the bicycle

These matters are addressed further in Section 7 of this Agreement.

6.6 Assessment of Repairs

Every repair will be assessed individually by Cycle Station. Cycle Station will determine, acting fairly and reasonably, whether a repair results from:

- ❖ normal wear and tear;
- ❖ accidental damage;
- ❖ negligence;
- ❖ misuse; or
- ❖ another cause.

This assessment will determine whether the repair is included within the Subscriber's chosen Subscription or whether additional charges may apply. Where charges are necessary, Cycle Station will discuss these with the Subscriber before any chargeable work is undertaken, wherever reasonably practicable.

6.7 Safety

Cycle Station reserves the right to withdraw any bicycle from use if it is considered unsafe. Where a bicycle requires significant repair, Cycle Station may, subject to availability, provide a temporary or replacement bicycle while repairs are undertaken.

6.8 Goodwill Repairs

From time to time, Cycle Station may choose to repair or replace components at no cost to the Subscriber, even where such repairs fall outside the Subscriber's selected Subscription. Any such assistance is provided at the sole discretion of Cycle Station and does not create an ongoing entitlement or precedent for future repairs.

7. Damage, Loss & Theft

7.1 Accidental Damage

Subscribers must report damage promptly. Accidental repairs may incur charges, with estimates provided before repair work where possible.

7.2 Vandalism

If the bicycle is deliberately damaged by a third party, the Subscriber must notify Cycle Station as soon as reasonably practicable. Where appropriate, Cycle Station may request that the incident is reported to the police and that a crime reference number is provided. Each case will be assessed individually. Depending on the circumstances, repair costs may be reduced or waived at the reasonable discretion of Cycle Station.

7.3 Theft

If the bicycle is stolen, the Subscriber must:

- ❖ Notify Cycle Station as soon as reasonably practicable.
- ❖ Report the theft to Police Scotland within 24 hours.
- ❖ Provide a crime reference number where requested.

Failure to take reasonable precautions to secure the bicycle may result in the Subscriber being responsible for some or all of the replacement costs. Each incident will be assessed individually.

7.4 Loss

If the bicycle or any accessories supplied by Cycle Station are lost and cannot be recovered, the Subscriber may be responsible for the reasonable cost of replacement. Cycle Station will always discuss any applicable charges with the Subscriber before seeking payment.

7.5 Misuse

Project Pedal bicycles are for everyday use. Reckless, commercial or stunt use may result in repair or replacement charges.

7.6 Negligence

Subscribers are expected to take reasonable care of their bicycle throughout the Subscription. Where additional damage occurs because an obvious fault has been ignored or the bicycle has continued to be ridden in an unsafe condition, Cycle Station may charge for repairs that could reasonably have been avoided.

7.7 Cycle Station's Assessment

Every incident is unique. Cycle Station will assess all cases fairly and reasonably, taking into account:

- ❖ the condition of the bicycle;
- ❖ the information provided by the Subscriber;
- ❖ any supporting evidence; and
- ❖ the circumstances surrounding the incident.

The outcome of this assessment will determine whether repairs or replacement costs are covered under the Subscription or whether additional charges apply.

7.8 Failure to Return the Bicycle

Where a Subscription has ended or been cancelled, the Subscriber must return the bicycle to Cycle Station within the agreed timescale.

If the bicycle is not returned and the Subscriber fails to engage with Cycle Station to resolve the matter, Cycle Station reserves the right to recover the bicycle and seek reimbursement for any reasonable costs incurred, including any loss or damage resulting from the failure to return it. The Subscriber is responsible for ensuring the bicycle is stored securely when not in use, preferably indoors or in another secure, weather-protected location. The bicycle must not be taken outside the United Kingdom without the prior written consent of Cycle Station. Failure to comply with this clause may constitute a breach of these Terms and Conditions.

8. Cancellation & Ending Your Subscription

8.1 Cancelling Your Subscription

After the minimum subscription period, the Subscriber may cancel their Project Pedal Subscription at any time by providing 30 days' written notice. Monthly payments will continue until the end of the notice period.

8.2 Minimum Subscription Period

Subscribers wishing to cancel before completing the minimum subscription period of 6 consecutive calendar months remain responsible for all Subscription payments due for the remainder of that

minimum term. Nothing in this section prevents a Subscriber from exchanging their bicycle for another suitable size during the minimum subscription period, subject to availability.

8.3 Cancellation by Cycle Station

Cycle Station may suspend or cancel a Subscription for missed payments, breaches of these Terms, bicycle misuse, non-return, or inappropriate behaviour. Where practicable, written notice will be provided before cancellation.

8.4 Outstanding Payments

Cancellation of a Subscription does not remove the Subscriber's responsibility to pay any outstanding Subscription fees or any agreed charges incurred before the Subscription ends.

Any outstanding balance must be settled within the timescale advised by Cycle Station.

8.5 Effect of Cancellation

When a Subscription ends:

- ❖ The Subscriber's right to use the bicycle immediately comes to an end.
- ❖ The bicycle and any accessories belonging to Cycle Station must be returned in accordance with Section 9 of this Agreement.
- ❖ Any recurring Subscription payments will cease once the Subscription has been formally ended and all outstanding obligations have been met.
- ❖

8.6 Changes to Your Subscription

Subscribers may request to change their Subscription plan (for example, from Basic to Premium or Premium to Basic) during their Subscription.

Any requested change will take effect from the next monthly billing date, subject to approval by Cycle Station.

Cycle Station reserves the right to refuse or delay changes where there are outstanding payments, ongoing repair work or other circumstances affecting the Subscription.

9. Return of the Bicycle

9.1 Returning the Bicycle

Upon cancellation, the Subscriber must return the bicycle and accessories within the agreed timescale or collection arrangements made by Cycle Station.

9.2 Condition of the Bicycle

The bicycle should be returned in a clean and reasonably maintained condition, allowing for fair wear and tear resulting from normal use.

Cycle Station understands that bicycles used regularly will naturally show signs of use. Minor cosmetic marks consistent with normal riding will not normally result in additional charges.

9.3 Inspection

Upon return, Cycle Station will inspect the bicycle to assess its overall condition and identify any damage beyond normal wear and tear.

Where repairs are required, Cycle Station will assess whether they fall within the Subscriber's chosen Subscription or whether additional charges may apply in accordance with these Terms and Conditions.

9.4 Accessories

All accessories issued as part of the Subscription, including but not limited to locks, lights, mudguards or other equipment supplied by Cycle Station, must be returned with the bicycle unless otherwise agreed. Where accessories are lost or returned damaged beyond normal wear and tear, reasonable replacement charges may apply.

9.5 Outstanding Charges

If additional charges are identified following inspection of the bicycle, Cycle Station will provide the Subscriber with a summary of the findings and any applicable costs before seeking payment, wherever reasonably practicable.

Subscribers remain responsible for any outstanding Subscription payments or agreed charges that remain due following the return of the bicycle.

9.6 Failure to Return the Bicycle

If the bicycle is not returned following the cancellation or termination of the Subscription, and the Subscriber fails to engage with Cycle Station to resolve the matter, Cycle Station reserves the right to take reasonable steps to recover its property.

Where appropriate, Cycle Station may seek reimbursement for any reasonable costs incurred as a result of the bicycle not being returned.

10. Liability

10.1 Safe Use

Cycling is an activity that carries inherent risks. The Subscriber accepts responsibility for ensuring that the bicycle is used safely and appropriately by the intended rider.

The Subscriber is responsible for ensuring that the rider is confident and capable of using the bicycle safely and that the bicycle is suitable for the rider's height and ability.

10.2 Helmets and Safety Equipment

Cycle Station strongly recommends that an approved cycle helmet is worn at all times while riding. The use of additional safety equipment, including high-visibility clothing and bicycle lights where appropriate, is also encouraged.

The Subscriber is responsible for ensuring that the rider complies with all applicable road traffic laws and the Highway Code.

10.3 Mechanical Issues

Cycle Station will take all reasonable steps to ensure that every bicycle is professionally assembled, inspected and safety checked before it is issued.

The Subscriber is responsible for reporting any mechanical faults or safety concerns as soon as reasonably practicable and must stop using the bicycle if they believe it is unsafe.

10.4 Limitation of Liability

Cycle Station excludes liability where legally permitted. Subscribers remain responsible for misuse, safety, maintenance, accidents and third-party damage.

10.5 Personal Property

Cycle Station accepts no responsibility for the loss of or damage to personal belongings carried on or attached to the bicycle during the Subscription.

10.6 Liability Under Applicable Law

Nothing in these Terms and Conditions is intended to exclude or limit any liability that cannot lawfully be excluded or limited under the laws of Scotland or the United Kingdom.

Cycle Station will always take reasonable care to ensure that bicycles issued through Project Pedal are safe, professionally maintained and suitable for use at the time they are supplied.

Nothing in this Agreement affects the Subscriber's statutory rights under applicable consumer protection legislation.

11. Privacy & Data Protection

11.1 Personal Information

Cycle Station will collect and process personal information provided by the Subscriber for the purposes of administering the Project Pedal Subscription.

This may include, but is not limited to:

- ❖ Name
- ❖ Address
- ❖ Telephone number
- ❖ Email address
- ❖ Emergency contact details (where applicable)
- ❖ Payment information processed through Pembee
- ❖ Information relating to the Subscriber's chosen bicycle and Subscription

Cycle Station will only collect information that is necessary for the operation of Project Pedal.

11.2 Use of Personal Information

Personal information will be used for purposes including:

- ❖ Managing and administering the Subscription.

- ❖ Contacting the Subscriber regarding their Subscription.
- ❖ Arranging servicing, repairs or bicycle exchanges.
- ❖ Processing payments.
- ❖ Meeting legal and regulatory obligations.
- ❖ Improving the Project Pedal service.

Cycle Station will not sell or share personal information with third parties for marketing purposes without the Subscriber's consent.

11.3 Data Security

Cycle Station takes reasonable steps to ensure that personal information is stored securely and protected against unauthorised access, disclosure or misuse. Access to personal information will be restricted to authorised staff and volunteers who require it for the administration of Project Pedal.

11.4 Third-Party Services

Project Pedal uses Pembee to manage bookings and recurring Subscription payments.

Subscribers acknowledge that certain personal information may be processed by Pembee for the purpose of administering the Subscription. Subscribers are encouraged to review Pembee's own Privacy Policy to understand how their information is managed by the platform.

11.5 Your Rights

Subscribers may access, correct or request deletion of personal information, subject to legal obligations and UK data protection legislation.

11.6 Photography and Marketing

Photographs require consent and may be withdrawn by contacting Cycle Station.

12. General Terms

12.1 Changes to these Terms and Conditions

Cycle Station may amend these Terms. Reasonable notice will be given, and continued subscription confirms acceptance of the changes.

12.2 Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Scotland.

Any disputes arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Scottish courts.

12.3 Contacting Cycle Station

If you have any questions about your Project Pedal Subscription or these Terms and Conditions, please contact: **Cycle Station** 43 W Donington Street, Darvel, East Ayrshire, KA17 0AW

Email: info@cyclestation.org.uk, Telephone: 07543782541, Website: <https://www.cyclestation.org.uk>

12.4 Entire Agreement

These Terms and Conditions constitute the entire agreement between Cycle Station and the Subscriber in relation to the Project Pedal Subscription. They supersede any previous discussions, representations or agreements relating to the Subscription unless otherwise agreed in writing.

12.5 Severability

If any provision of these Terms and Conditions is found to be unlawful, invalid or unenforceable by a court or other competent authority, the remaining provisions shall continue in full force and effect.

12.6 Waiver

If Cycle Station chooses not to enforce any provision of these Terms and Conditions on one occasion, this does not prevent Cycle Station from enforcing that provision or any other provision at a later date.

12.7 Acceptance of these Terms

By subscribing to Project Pedal through the Pembee platform, the Subscriber confirms that they have read, understood and agree to be bound by these Terms and Conditions.