Cycle hangar terms and conditions

These terms and conditions apply to all rentable secure cycle parking storage provided and managed by Hackney Council, including cycle hangars:

- on streets
- on estates
- in converted garages

Bike theft policy and insurance advice

- your bike is left at your own risk. We're not responsible for the loss, damage and theft of bicycles, locks or other items stored in the units. We recommend you lock your bike using a heavy duty lock that is Sold Secure rated, as well as a robust chain or cable. A poor quality lock can be easily cut through or bolt cropped in seconds. For maximum protection you can use two locks of different types (a D-lock and robust chain and padlock is ideal)
- we're not liable for any personal effects left in the cycle hangar.
 This means items such as baskets, lights, and gadgets should be removed
- we strongly recommend that you have insured your bicycle at your own cost. Nearly all insurers will consider a bike parked in a cycle hangar as being 'away from home'. Many policies won't cover your bike for theft or damage away from home, or may impose restrictions, such as maximum value, and excess payments. If these are issues with your home insurance, it may be worth removing your bikes from this policy and insuring your bikes separately with cycle-specific insurance. This may give

you better suited cover and protect your home insurance 'no-claims-bonus'

Your entitlement to a space in a cycle hangar

- you must be a resident of Hackney
- you are only entitled to one space per person in Hackney, even if you have more than one bicycle
- your space will become vacant if you do not renew your application. There is a waiting list of applicants and spaces are highly sought after
- your space is for a solo push bike only. It's not for mechanically propelled vehicles, tandems, folding bikes or tricycles that would hinder adjacent spaces
- only housing estate residents will be able to apply for spaces in estate hangers

Use of your hangar

- you can only park your bike in your designated parking space within the hangar. Users found to be storing their bicycle in an alternative space will be in breach of these terms and conditions and may have their bicycle removed without notice
- only one bicycle per space is permitted. If you're found to be storing more than one bicycle in a space the unauthorised bicycle may be removed without notice
- one key per user will be provided by post on completion of initial payment. You must not attempt to create additional keys
- you must read and comply with the <u>user instructions for the</u> <u>hangar</u> before use
- you must take all reasonable care when using the facility and must avoid damaging it or any equipment contained within it
- you must report any damage or maintenance issues to us, which will be rectified at the earliest possible opportunity, subject to contractual obligations

- you can renew your space up to 6 weeks before expiry
- you're responsible for ensuring that your annual payment is paid before the end of the expiry date. If you don't do so, we reserve the right to remove your bicycle with immediate effect and without notice
- some accessories such as child seats and front seats may not fit on occasion. If your bicycle does not fit, you have 14 days to return the keys for a full refund
- we may at our discretion open the facilities for regular maintenance, security or other reasons and will not be obligated to notify the members
- we reserve the right to change the lock to the facilities at any time. Where appropriate, a new access key will be provided to users
- any bikes deemed to have been abandoned will be removed and destroyed
- failing to renew your cycle hanger subscription could lead to your bike being removed from the hanger and your space being let to another user.

Returning keys and deposits

Your key deposit will be returned on physical receipt of your cycle hanger key by the Council at the end of your occupation of the hanger.

- if you have lost your key, you will need to order a new one. Your deposit can't be used to cover the cost of a replacement key
- all replacement access keys must be paid for in advance and will only be ordered upon receipt of monies. Replacement keys and cards have a lead time of up to 3 working weeks
- if you have been found to have damaged the space, your deposit will be used to restore the hangar
- your bike will be considered abandoned if not reclaimed within 8 weeks of your annual fee being due

- if you fail to return your key to us within 5 working days from date of termination of the membership, you will forfeit your deposit money
- no partial refunds will be issued if you choose to terminate the agreement part way through the term of your membership

Removal of cycles and other items or goods

Removed bicycles will be kept for a maximum of 30 days in the bicycle depot and may upon payment of a fine of £20 be collected. Bicycles which are not collected after 30 days become the property of the operator. If your bicycle has been removed, please call 020 8356 3000.

You are not entitled to any compensation or the restitution of any goods removed or any damage caused to such goods, including bicycles and locks.

Any bikes deemed to have been abandoned will be removed and destroyed immediately.

The vast majority of users use our hangars in a considerate way. However, in rare instances where this is not the case, we reserve the right to remove items or goods without prior notice in the following instances:

- any bike still occupying a hangar space after the expiry of the annual subscription fee for that space
- any bike found to be being stored in an alternative space to that allocated to the user
- any unauthorised bike found to be being stored in addition to an authorised bicycle in a space
- any items or goods stored in cycle hangars except bicycles. Any prohibited items will be removed by the Council, and any costs incurred in doing so will be borne by you
- any bicycle that has no security tag attached and / or has not been parked in the designated numbered parking space (as applicable)

Expression of interest list

- you're entitled to register your interest in up to 5 bike hangar locations ordered by priority
- if there are no hangers in your area you can alternatively register an interest in being notified if a hanger is introduced in your area
- expressing an interest in a hanger comes with no guarantee that a space will be offered – demand is high and spaces are limited
- as and when spaces in hangers become available, spaces will be offered to those that have expressed an interest based on the chronological order in which they expressed their interest, starting with those that have been on the list for that hanger the longest. The original date of registration will be preserved so no one will lose their place
- we reserve the right to periodically contact those who have expressed an interest to see if their interest remains

Being offered a space in a hanger

- if a space on a hanger becomes available, and is offered to you, you will be notified by email. You will have 14 days to choose whether to accept this offer or not
- if you accept a space that has been offered to you, your expression of interest in the other spaces you registered an interest in will automatically be removed
- if you choose not to accept a hanger space offered to you, your expression of interest in that hangar will expire. This is because demand is exceptionally high for hanger spaces in Hackney.
 Your place in a waiting list for other hangars will be unaffected

You will not be issued a space in a bicycle hangar if:

you knowingly make a false statement in order to obtain a space

- payment is refused by your bank or credit card
- you already have a space
- you have been found to have used your space fraudulently (such as sub-letting your space to someone else)
- you have any remaining charges for previous usage