

Big Bike Revival 2022 Terms & Conditions; Grant Agreement

This Terms and Conditions Agreement is dated: 07 November 2022

PARTIES

- (1) **Cycling UK** registered charity number 1147607 in England and Wales and in Scotland SC042541, company number 25185, whose registered office is at Parklands, Railton Road, Guildford, Surrey, GU2 9JX; AND
- (2) **Grant Recipient** who has applied to deliver the programme and who has received an approval confirming they are entering this contract.

Fill in your details

COMPANY NAME,

[DETAILS OF LEGAL STRUCTURE]

whose principal address is at

[ADDRESS]

BACKGROUND

- (A) Cycling UK is seeking to partner with organisations who are eligible and able to contribute toward the funding requirement for the development of the Big Bike Revival 2021-22 (the Programme as set out in Schedule 2 (Proposal and Scope of Services) of this agreement. By this agreement Cycling UK agrees to provide funding in accordance with Schedule 1 (Grant Payment and Expenditure Schedule), the conditions of funding and upon successful completion of the agreed deliverables.
- (B) These terms and conditions are intended to set out the responsibilities of the parties and ensure the Funds are managed appropriately and used properly and for the purposes for which they are intended.

Table of Contents

1. Definitions	3
2. Cycling UK's Obligations	4
3. Grant Recipient's Obligations.....	4
4. Accounts, audit and records.....	5
5. Monitoring, management and reporting	5
6. publicity.....	6
7. Intellectual Property Rights	6
8. Confidentiality	7
9. Data protection and the General Data Protection regulations (GDPR)	7
10. Withholding, suspending and repayment of funds.....	7
11. Limitation of liability.....	8
12. Warranties	9
13. Insurance.....	9
14. Duration.....	10
15. Termination	10
16. Effects of termination.....	10
17. Assignment.....	11
18. Notices.....	11
19. No partnership or agency	11
20. Third party rights.....	11
21. Miscellaneous	11
22. Governing law.....	12
Schedule 1 - Grant payment and expenditure schedule.....	13
Schedule 2- Proposal and Scope of Services	14

AGREED TERMS

1. DEFINITIONS

In this agreement the following terms shall have the following meanings:

Beneficiary: means any benefactor, participant, person, customer, client or employee from the same or different households, who have received one or more FREE activities or services and benefited from attending a Big Bike Revival event.

Commencement Date of agreement: Monday, 07 November 2022.

Confidential Information: all information of a confidential nature concerning the trade secrets or business dealings, Intellectual Property Rights, methods of business, clients, members, market information, transactions, plans or affairs of a party and any information (whether encrypted, in copy form or in any media) which by its nature the recipient ought to reasonably conclude is confidential information of the other party, but no information that is: in the public domain (other than by breach of this agreement); stock in trade or readily ascertainable by persons in the trade; or received lawfully by the recipient from a third party on a non-confidential basis shall be deemed information of a confidential nature/confidential information of the other party.

Cycle: means any pedal cycle, bicycle or bike, any child's cycle, any adapted cycle, any mechanical repairs on electric assisted cycles that are not in any way connected to any electronics.

Data Protection Authorities: independent public authorities that supervise, through investigative and corrective powers, the application of the data protection law.

Delivery: means any FIX-LEARN-RIDE event provided, on any event date delivered and any organisation's participation in the programme.

Funds: sum of money to be provided by the Grant Funder to the Grant Recipient for the purposes of developing the Project in accordance with the Terms and Conditions of this Agreement.

GDPR: means the General Data Protection Regulation 2016/679

Grant Period: the period for which the Funds are awarded and within which the Funds must be spent by the Grant Recipient.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Delivery Partner: an approved organisation delivering Schedule 1 and 2 of this Grant Agreement.

Personal Data/Sensitive Personal Data /Data Subjects shall have the same meanings as set out in the **General Data Protection Regulation (GDPR) (EU) (2016/679)** or any successor legislation. For the purposes of the project means all personal details collected from participants who have received a FREE service.

Quarterly: means each quarter year beginning at the date of this agreement (or such other quarterly dates as are agreed by the parties in writing).

You/your Organisation: means the name/s of the contact/s provided on the application submitted is/are the person/s held responsible and accountable for ensuring that Schedule 1 and 2 are complied with.

The background and the schedule shall form part of this agreement.

2. CYCLING UK'S OBLIGATIONS

- 2.1 Cycling UK shall make reasonable endeavours to pay the Funds to the Grant Recipient in accordance with Schedule 1 (Grant Payment and Expenditure Schedule), subject to the necessary Funds being available when payments are due, and the Grant Recipient agrees and accepts that payments of the Funds can only be made to the extent that Cycling UK has the available Funds.
- 2.2 Cycling UK shall be responsible for notifying the Grant Recipient as soon as reasonably practical of any significant changes to the Project that may have a direct impact on the availability of Funds or the ability of Cycling UK or Grant Recipient to perform their respective obligations under this agreement.

3. GRANT RECIPIENT'S OBLIGATIONS

- 3.1 The Grant Recipient shall co-operate with Cycling UK in all matters relating to the performance of the Grant Recipient's obligations under this agreement and shall act with all due skill and diligence in the performance of its obligations.
- 3.2 The Grant Recipient shall allocate the Funds to the Programme in accordance with the terms and conditions of this agreement..
- 3.3 The Grant Recipient shall use the Funds exclusively for the purposes of the Programme and Funds shall not be used for any other purpose.
- 3.4 The Grant Recipient shall immediately report to Cycling UK any loss of or abuse of Funds for any reason.
- 3.5 The Grant Recipient shall promptly repay to Cycling UK any money incorrectly paid to it either as a result of an administrative error or otherwise.
- 3.6 The Grant Recipient agrees that as a condition of receiving any Funds the Grant Recipient shall:
- (a) warrant that the Grant shall be used by the Grant Recipient solely for the delivery of the Programme;
 - (b) make all reasonable endeavours to spend the Funds in accordance with any Delivery Plan and within the Grant Period, and not spend any part of the Funds on the delivery of the Programme after the Grant Period has ended. Should any part of the Funds remain unspent at the end of the Grant Period, the Grant Recipient shall ensure that any unspent monies are returned promptly to Cycling UK;

- (c) ensure that any liabilities arising at the end of the Programme shall be the responsibility of and shall be managed and paid for by the Grant Recipient;
- (d) provide to Cycling UK all information, reports, statistics, study results and data reasonably requested by Cycling UK to track and assess progress and performance of the Programme;
- (e) acknowledge and agree that Funds are subject to availability and where such Funds cease to be available they may not be capable of being paid in part or full and Cycling UK shall not be responsible for any failure to pay Funds in any such circumstances; and
- (f) grant an unlimited, perpetual, royalty free, irrevocable, transferable, world-wide licence to the Cycling UK to use Programme reports/study results.
- (g) warrant that Funds are not used to support activity intended to influence or attempt to influence Parliament, Government or political parties, or attempt to influence the awarding or renewal of contract or grant agreements or attempt to influence legislative or regulatory action.

4. ACCOUNTS, AUDIT AND RECORDS

- 4.1 The Grant Recipient shall keep separate, accurate and up-to-date accounts and records of all payments-in and payments-out of the Funds received by it.
- 4.2 The Grant Recipient shall keep all forms of invoice/order, receipt, account transactions or statements and any other relevant documents relating to the Funds held, for a period of at least six (6) years following expiry or termination of this agreement (howsoever arising).
- 4.3 Cycling UK shall have the right to review, at any time, the Grant Recipient's books, accounts and records that relate to the management and holding of the Funds and shall have the right to take copies of all such books, accounts and records.
- 4.4 The Grant Recipient shall comply with all statutory requirements as regards tax, accounts, audit or examination of accounts, annual reports and annual returns applicable to itself.

5. MONITORING, MANAGEMENT AND REPORTING -

- 5.1 In conjunction with the Project Manager, the Grant Recipient shall monitor the delivery of and beneficiary access at Big Bike Revival events it has allocated Funds to throughout the Grant Period to ensure that the aims and objectives of the programme are being met and that this agreement is being adhered to. How to monitor, report and collect data on the programme is detailed in Schedule 2 (Proposal and Scope of Services) and the Grant Recipient shall follow this process throughout the Grant Period.
- 5.2 The Grant Recipient shall provide the Grant Funder with monitoring data for the programme and comply with Cycling UKs the Data collecting, handling storing and returning process as detailed in Schedule 2 (Proposal and Scope of Services), by returning all monitoring data on a regular basis and **no later than 48 hours** after each event has been delivered.

5.3 The Grant Recipient shall on request provide Cycling UK with such further information, explanations and documents as Cycling UK may reasonably require in order for it to establish that the Funds are being used properly and in a timely fashion in accordance with this agreement.

5.4 The Grant Recipient shall permit any person authorised by Cycling UK such reasonable access at any time to its employees, agents, premises, facilities, books and records, for the purpose of inspecting, discussing, monitoring and evaluating the Grant Recipient's fulfilment of the conditions of this agreement and shall, if so required, provide appropriate oral or written explanations from them.

6. PUBLICITY

6.1 The Grant Recipient shall not publish any material referring to the Funds or this agreement without the prior written agreement of Cycling UK.

6.2 The Grant Recipient shall acknowledge the role of Cycling UK in any materials that refer to the Project and in any written or spoken public presentations or physical materials about the Programme as it relates to this agreement. Such acknowledgements shall include only the supplied Big Bike Revival branded imagery in electronic format, in printed publications or on promotional materials. The use of all publicity materials, supplied or otherwise, must conform to the supplied branding guidelines

6.3 The Grant Recipient agrees to participate in and co-operate with promotional activities relating to the Programme that may be instigated and/or organised by Cycling UK.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Cycling UK and the Grant Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by either Cycling UK or the Grant Recipient before the date of this agreement or developed by either party during the performance of their respective obligations in this agreement, shall remain the property of that party.

7.2 The parties agree that Grant Recipient shall be entitled to keep all Intellectual Property Rights owned by them prior to the commencement of the Programme, and shall retain ownership of all Intellectual Property Rights arising in them by their implementation of the Project.

7.3 Where Cycling UK has provided the Grant Recipient with any of its Intellectual Property Rights for use in connection with the Programme (including without limitation its name and logo), the Grant Recipient shall, on termination of this agreement, cease to use such Intellectual Property Rights immediately.

7.4 Unless expressly provided by this agreement Cycling UK does not transfer any of its Intellectual Property Rights to the Grant Recipient or give any licence to use its Intellectual Property Rights, subject to any further written agreement between the parties.

- 7.5 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement or unauthorised use of any party's Intellectual Property Rights under or in connection with this agreement.
- 7.6 No party to the agreement shall take any action that might invalidate the Intellectual Property Rights owned by or licensed to the other party.
- 7.7 The provisions of this clause shall survive expiry or termination of the agreement.

8. CONFIDENTIALITY

- 8.1 Each party shall during the term of this agreement and for a period of four (4) years thereafter keep secure, secret and confidential all Confidential Information disclosed to it by the other party as a result of this agreement, and shall not disclose the same to any person save to the extent necessary to exercise its rights or perform its obligations in accordance with the terms of this agreement or as otherwise may be agreed in writing, and where disclosing such Confidential Information each party shall be responsible for ensuring the receiving parties are notified of the confidential nature of the information and bound by appropriate terms of confidentiality.
- 8.2 The provisions of this clause shall survive expiry or termination of the agreement.

9. DATA PROTECTION AND THE GENERAL DATA PROTECTION REGULATIONS (GDPR)

- 9.1 The Grant Recipient shall comply at all times with all data protection legislation applicable in the UK from time to time.
- 9.2 The Grant Recipient warrants that it shall under this Agreement Process only on documented instructions (included in Schedule 2 of this Agreement) by Cycling UK, including regarding international transfers (unless, subject to certain restrictions, is legally required to transfer to a third country or international organisation).
- (a) assist the Grant Funder in responding to requests from individuals (data subjects) exercising their rights;
- 9.3 Notwithstanding any other remedies available to Cycling UK, the Grant Recipient shall fully indemnify Cycling UK as a result of any such breach of the General Data Protection Regulations (GDPR), by the Grant Recipient or any other party used by the Grant Recipient in its performance of the Agreement, that results in Cycling UK suffering fines, loss or damages.

10. WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDS

- 10.1 Cycling UK's intention is that the Funds will be paid to the Grant Recipient in full. However, without prejudice to Cycling UK's other rights and remedies, if the Grant Recipient fails to comply with any of its obligations in the Grant Funding Agreement the Authority may in preference to the standard notice period set out in paragraph 15.1 and at its discretion, reduce, suspend, or terminate

payments of Funds, or require any part or all of the Funds to be repaid. The Authority may exercise this right if, in particular, any of the following events occurs:

- (a) the Grant Recipient uses the Funds for purposes other than those for which they have been provided;
- (b) Cycling UK reasonably considers that the Grant Recipient has not made satisfactory progress on the delivery of the Programme;
- (c) Cycling UK reasonably believes that the activities of the Grant Recipient may bring the reputation of the Programme or Cycling UK into disrepute;
- (d) the Grant Recipient provides Cycling UK with any materially misleading or intentionally inaccurate information;
- (e) the Grant Recipient fails to perform its obligations under this agreement in accordance with any applicable statutory requirements; or
- (f) there is any change of control (within the meaning of section 1124 of the Corporation Tax Act 2010)

10.2 Should the Grant Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective performance of this agreement it will notify Cycling UK as soon as possible so that, if possible, and without creating any legal obligation, the Grant Funder will have an opportunity to provide assistance in resolving the problem or to take any necessary action in the circumstances.

10.3 If exceptional circumstances should arise during the agreement period, both parties reserve the right, in consultation with the other party, to take appropriate action and to terminate the Agreement before the expiry of the current period if either party considers such a step necessary

11. LIMITATION OF LIABILITY

11.1 Nothing in this agreement shall limit or exclude the parties' liability for:

- (a) death or personal injury resulting from a party's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) anything for which the parties cannot legally limit or exclude or attempt to limit or exclude their liability.

11.2 Subject to clause 11.1 Cycling UK's total aggregate liability to Grant Recipient for any damages, costs, claims or expenses arising out of the performance (or non-performance) by Cycling UK, its employees, agents, consultants or subcontractors of its obligations under the agreement (whether by virtue of negligence, breach of statutory duty or otherwise) shall be limited to £10,000

11.3 Subject to clauses 11.1, the Grant Recipient's total aggregate liability to Cycling UK for any damages, costs, claims or expenses arising out of the performance (or non-performance) by the Grant Recipient, its employees, agents, consultants or subcontractors of its obligations under this agreement (whether by virtue of negligence, breach of statutory duty or otherwise) shall be limited to £[10,000].

- 11.4 Subject to clause 11.1 the Grant Funder shall not be held responsible or liable to the Grant Recipient for any:
- (a) loss of opportunity;
 - (b) loss or corruption of data;
 - (c) depletion of goodwill or loss of reputation; or
 - (d) any special, indirect or consequential losses, costs, damages, charges or expenses.
- 11.5 Cycling UK accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient participating in the Programme or the use or misuse of Funds.
- 11.6 The provisions of this clause shall survive termination of the agreement.

12. WARRANTIES

The Grant Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to perform its obligations under this agreement (assuming due receipt of the Funds);
- (b) it shall at all times comply with all relevant legislation, including the Bribery Act 2010, Health and Safety at Work Act 1974 and shall notify Cycling UK immediately of any significant departure from such legislation, codes or recommendations;
- (c) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (d) it has and shall keep in place systems to deal with the prevention of corruption, fraud and/or administrative malfunction; and
- (e) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with this agreement.

13. INSURANCE

- 13.1 The Grant Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Grant Recipient, arising out of the Grant Recipient's performance of this agreement.
- 13.2 The Grant Recipient shall (on request) supply to the Grant Funder a copy of such insurance policies as are required under this clause 13 and evidence that the relevant premiums have been paid.
- 13.3 If the Grant Recipient is providing activities or cycling activities on a regular basis, as their main business or as a primary income, Cycling UK expects the Grant Recipient to have a Public Liability Insurance policy and its validity must be at least until the Grant Period ends. The policy holder must be identified in the insurance policy as an organisation eligible to carry out cycle repairs and maintenance.

14. DURATION

1. The terms and conditions of this agreement shall apply from the date of the agreement and remain in full force and effect until the funding year ends on 31 March 2023.
2. The stated duration is made up of a 10-month Project period, plus 2 months for final review of the final output and invoice processing.
3. The agreement may be extended for a period of up to six (6) months at the sole discretion of Cycling UK, in advance of the expiry of the initial term. Any extension to the agreement will be on the basis of a time only extension granted in exceptional circumstances and where an unforeseen and evidenced delay has occurred to the Project.

15. TERMINATION

- 15.1 Cycling UK may terminate this agreement (and any Funds payments) without liability at any time on giving the Grant Recipient 1 weeks' written notice should it be required to do so by financial restraints or for any other reason.
- 15.2 Cycling UK may terminate this agreement forthwith and without further liability, if:
- (a) the Grant Recipient ceases to operate for any reason;
 - (b) the Grant Recipient becomes insolvent, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
 - (c) the Grant Recipient fails to comply with any of the terms and conditions set out in this agreement and fails to rectify any such failure within ten (10) days of receiving written notice detailing the failure.

16. EFFECTS OF TERMINATION

- 16.1 Unless otherwise agreed in writing by the parties, on expiry or termination of this agreement for any reason:
- (a) each party shall promptly return the other's Confidential Information it then holds (and all copies of such Confidential Information in whatever form or media held). Each party shall certify to the other in writing that they have not retained any copies of Confidential Information;
 - (b) the Grant Recipient shall cease all work under the agreement and promptly repay to the Cycling UK any Funds still held by the Grant Recipient at the effective date of expiry or termination;
 - (c) the accrued rights and liabilities of the parties as at termination and any clauses expressly or impliedly intended to survive, shall continue in full force and effect; and

- (d) all rights and licences to use any licensed materials (including the trade-marks or branding of Cycling UK) shall cease.

16.2 The provisions of this clause shall survive termination of the agreement.

17. ASSIGNMENT

The Grant Recipient may not, without the prior written consent of Cycling UK, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this agreement.

18. NOTICES

All notices and other communications in relation to this agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-Business Day or after 5.00 pm on any Business Day they shall be deemed received on the next Business Day) and if mailed all such communications shall be deemed to have been given and received on the second Business Day following such mailing.

19. NO PARTNERSHIP OR AGENCY

This agreement shall not create any partnership or joint venture between Cycling UK and the Grant Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

20. THIRD PARTY RIGHTS

This agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

21. MISCELLANEOUS

21.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original intention.

21.2 Each party agrees to do or procure to be done all such further acts and execute or procure the execution of all such documents as the other may from time to time reasonably require for the purpose of giving the other the full benefit of the provisions of this agreement.

- 21.3 Each of the parties acknowledge that, in entering into this agreement, they do not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each of the parties agree that their only remedies in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 21.4 This agreement constitutes the entire agreement between the parties and supersedes all previous drafts, heads of terms, arrangements and understandings between the parties, whether written or oral, relating to the subject matter of this agreement.
- 21.5 No variation of this agreement shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.
- 21.6 The agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

22. GOVERNING LAW

- 22.1 This agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 22.2 The provisions of this clause shall survive expiry or termination of the agreement.

This document has been executed as an AGREEMENT and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 – Grant payment and expenditure schedule

Agreed Budget Expenditure Plan – delivery plan 1

The purpose of awarding your grant funding is to support the delivery of your events under Delivery Plan 1 (see Schedule 2 of this agreement). Your budget and expenditure must consist of reasonable and necessary resources to deliver those events. You are required at the point of applying to provide information on your items and costs as listed here. Expenditure that are considered as reasonable and necessary, and meeting funding criteria, include the following:

1. **Staff costs:** includes qualified professionals, bike mechanics, skilled ride leaders, trained cycle instructors, bike maintenance tutors or administrators
2. **Volunteer expenses:**
 1. Volunteer refreshments can include reasonable drinks and snacks
 2. Volunteer travel: can include reasonable travel costs
3. **Equipment purchases:** included are tools to top-up existing sets. But NOT capital or fixed infrastructure costs. Please note; this must not exceed 5% of your total Grant funding
4. **Consumables:** includes brake pads, inner tubes, cables, lubricant or small parts.
5. **Transport:** includes transportation of goods to and from the event location. Please note: this cost must not exceed 5% of your total grant funding.
6. **Personal Protection Equipment:** includes hand sanitiser, face masks, disposable gloves, or paper tissue.
7. **Other requirements:** can include all other resources required to deliver events

Expenditure that **CANNOT** be agreed includes, but is not limited to:

1. rental costs, rates, licenses, and other associated running costs for fixed infrastructure on premises and businesses
2. social activities and entertainment
3. gifts and giveaway merchandise
4. business investment costs, capital costs or any activities aimed to make a profit.

Schedule 2– Proposal and Scope of Services

Delivery Plan - full or part delivery of the Big Bike Revival programme, based on the FIX-LEARN-RIDE model

You agree to deliver the programme as documented on your application submitted; or to deliver the programme as documented in any additional information provided after your application was submitted; or to deliver the programme as documented in any editions or alterations after your application was submitted; or to deliver the programme as requested by a member of the Behaviour Change and development team in England

We expect organisations to agree to the following:

- Your organisation agrees to provide events, based on our FIX-LEARN-RIDE model at a Workplace location/s for employees of that same Workplace, focused on meeting the aims and objectives of the programme to encourage an uptake in cycling.
- Your organisation agrees to deliver events during the Delivery Period, from **the 28 November 2022 until the 31 March 2023**.
- Your organisation agrees to organise each event and provide all event dates to Cycling UK at the point of applying. If any event dates change during the delivery period, your organisation must inform Cycling UK of those changes at least 48 hours before each event.
- Your organisation is accountable and responsible to ensure that all paid staff and volunteers, which includes qualified professionals, bike mechanics and experienced paid staff and volunteers, hold appropriate and valid qualifications or are suitably experienced and competent to do so.
- Your organisation is accountable and responsible to ensure that all:
 - Bike repairs and safety checks are carried out under good workmanship knowledge, align with the FIX element of the model and carried out under best practise guidance, not limited to but in particular with regards to **job sheets** and **risk assessments**.

Fix event guidance on delivering safety checks and basic services at Dr Bike fix events

Your organisation agrees to follow this guidance on providing Dr Bike checks and ensures that all bike mechanics are fully aware of the guidance. The guidance is to carry out minor repairs and checks to ensure a cycle is safe and roadworthy and can include some of the following:

- Provide a comprehensive **'M-Check'** to ensure that the cycle is safe to ride.
- **Replace small parts** - a typical Dr Bike health check may include some of the following cycle replacements and checks:
 - **Brakes** - Calliper and cable adjustment, cable, and pad replacement
 - **Gears** - Indexing, adjustment, and cable replacement
 - **Chain** - Check for wear, lubricate if necessary
 - **Tyres** - Puncture repair/tube replacement, inflated to recommended pressure (PSI)
 - **Other** - Check all nuts and bolts are correctly torqued; Check headset and bottom bracket; Check and replace missing bar plugs / cable end caps.

Participants should receive tailored advice, had time to ask the mechanic questions, be confident in the knowledge that their bike is safe to ride and has learnt to trust the mechanic. They should **NOT** feel fearful or intimidated when thinking about approaching a bike mechanic in the future for additional repairs or services.

The following repairs, maintenance or cycle services are **NOT eligible for funding** and must **NOT be provided** at Dr Bike sessions to any participants:

- the sale of replacement parts without repair work.
- the sale, replacement, or upgrade of existing components.
- the sale, repair or replacement of lighting, cycle, or clothing accessories.

Job Sheets - Cycling UK recommends that all bikes repaired at every repair session, is documented on a job sheet. At a minimum, records should include: the date and time of the repair, the bike identifier, the bike owner, which repairs were undertaken and to confirm all legal safety requirements were met.

Risk Assessments - Cycling UK recommends that all events are sufficiently assessed for all risks and dangers that may impact the public. Please complete a Cycling UKs Risk Assessment for each Workplace delivery location.

General

Covid Guidance and Social Distancing

At your discretion, due to the continued health risk associated with COVID-19, it is suggested that Grant recipients make decisions on maintaining precautions locally and individually. If government guidance should come into force again at any time in the future, Cycling UK will respond accordingly.

Grant payment

We cannot pay grant funds into a personal bank account. If you have applied for a Grant you'll need access to an organisational or business bank account. If you are unable to access a business account, at our discretion we may request additional information.

Grant applicant and recipient

The person responsible and representing the organisation when applying for the Grant funding, is the same person responsible for claiming the Grant funding in full, also known as the Grant recipient. The Grant recipient is responsible for paying any third party contracted to carry out the services of the Grant recipient's delivery plan. Unless otherwise agreed with Cycling UK, Cycling UK cannot pay the Grant funding to a third party, other person or organisation.

Activities

Organisations who are providing cycling activities on a regular basis, as their main business or as a primary income, must have a public liability insurance policy and be able to provide Cycling UK with a valid copy of the policy when requested. The validity of the policy must be at least until the Grant Period ends on 31 March 2023. If the policy expires within the delivery period, it is expected that deliver partners will provide a renewed copy of their policy. The policy holder must be identified in the insurance policy as an organisation eligible to carry out cycle repairs and maintenance.

If your organisation is not providing cycling activities on a regular basis, as a main business or for the primary income, Cycling UK has arranged liability insurance for Activity Providers organising one-off special events which are part of the Big Bike Revival programme, Bike Week and the Women's Festival of Cycling. A summary of the insurance provided for Big Bike Revival events is detailed in the [Cycling UK Guidance note 5 - Special Events Insurance](#) on the Cycling UK website.

Organisations who are providing activities on a regular basis, as a main activity or primary income, and have a public liability insurance in place, cannot hold Cycling UK liable for, including but not limited to,

incidents, accidents, harm, damages, additional costs or any consequences, whether direct or indirect, that have come about through participating as a partner to deliver the programme.

Publicity

Participating organisations must agree to use and promote the Big Bike Revival programme and Cycling UK at all events, in all pre-event promotions and across all media advertising, whether in print, virtual or audio formats, through utilising all materials provided from or downloadable or posted resources.

Policies and Procedures

Cycling UK may ask to see a copy or copies of relevant policies and procedures such as but not limited to, safeguarding policy, data protection policy, risk assessments, job sheets and grant expenditure receipts.

Discrimination

Both parties agree that neither shall unlawfully discriminate on the grounds of gender, race, disability, age, sexual orientation or religion and belief when engaged in any of the activities detailed under this agreement.

Incident reporting

If an incident or accident occurs at one of your Big Bike Revival events, the participating organisation is responsible to report this to Cycling UK as soon as possible. Please use the incident form and procedure published on our webpages, contact your local Cycling Development Officer or the Big Bike Revival for help.

Data Agreement

Your organisation agrees to sign a separate data agreement to ensure the following delivery conditions:

Data: collecting and storing

- For receiving a free activity or service at every event, you **MUST** ask all employees to provide their:
 - **full name**
 - **email address**
 - **consent**
 - **date**
- You **MUST** ask all participants if they wish to consent to be contacted by Cycling UK, but this should not be enforced as a requirement to receive a **FREE** service.
- Ensure that all participants details are kept in a secure, locked place; with the minimum number of people, and only those people in your organisation who are authorised to handle data, having access to it.
- Return all beneficiary details to Cycling UK after each event, no later than 48 hours afterwards.

Event data

- You must also provide Cycling UK with all event information regards:
 - Event dates
 - Head count of people reached, engaged with or promoted to.
 - Bikes fixed if applicable

Data: returning process

- Return all beneficiary details to Cycling UK via a specified electronic data collection method on a regular basis, 48 hours after each event.
- All data **MUST** be received electronically within 2 working days of delivering each event.

Data: data agreement

- The data owner is Cycling UK.
- Cycling UK will ask all groups to sign a data agreement.
- As a participating organisation, you are a data collector.
- At the end of the programme and where appropriate, participants who consented to be contacted by Cycling UK will be considered for sharing with the organisation signing this contract.

- Groups are NOT permitted to make copies of any contact details from any recipients, make contact with those recipients or share those recipients with a third party.

General:

- Cycling UK is the data processor, data owner and the data controller. Until and if Cycling UK agrees that a data sharing agreement can and should exist with the partner, but only upon the signing and returning of an additional data sharing agreement.
- Both parties shall abide by GDPR legislation in respect of all personal data collected.
- Each party will keep confidential all information obtained from each other party, in any form, that is confidential in nature, or expressed to be confidential and will not disclose that information to any third party.
- You agree and understand that Cycling UK may wish to use details of your project, outcomes and quotes in promotional or publicity material.
- Cycling UK reserves the right to reclaim the grant if none or a limited amount of beneficiary data has been completed, collected and returned.
- If at any time during a previous delivery period of the Big Bike Revival, none or a limited amount of data has been returned, Cycling UK reserves the right to reject any application.

This AGREEMENT has been entered into on the date stated at the beginning and is signed below by both parties.

SIGNED by:
Cycling UK

)



Susan Keywood
Big Bike Revival Programme Manager
for and on behalf of
Cycling UK

)

)

)

07 November 2022

Grant recipient

Fill in your details

SIGNED by:

[NAME]

)

)

Signature

for and on behalf of

)

Date

ORGANISATION NAME