



# **Castlemartyr Resort & Spa**

## **Castlemartyr**

### **Co. Cork**

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<b>Document Code:</b>	
<b>Document Title:</b>	<b>Bike Rental Standard Operating Procedures</b>
<b>Reference:</b>	<b>SHWW Act 2005, General Application Regulations (2007)</b>
<b>Version:</b>	<b>V1.0</b>
<b>Author:</b>	<b>Frank McCarthy</b>
<b>Issue Date:</b>	<b>October 2021</b>
<b>Review Date:</b>	<b>October 2024</b>
<b>Reviewed by:</b>	<b>Mr. Barry Hennessy (H&amp;S Mgr), Mr Brendan Comerford (Resort Manager)</b>
<b>Authorized by:</b>	<b>Mr. Seamus Crotty (GGM)</b>

## **1.0 Introduction**

As part of the resort's activity programme, a bike rental service is available to resort patrons. The rental service is restricted to resort patrons only. This service is generally free of charge but a fee may apply at certain times of the year. Bicycles will be set up on display at the front entrance of the resort. This procedure sets out the manner in which the provision of a bicycle rental service is carried out at the resort.

## **2.0 Purpose**

The purpose of this procedure is:

- To establish and ensure a documented standard operating procedure and control is in place in the provision of a bike rental service at the resort to patrons;
- To promote and maintain a safe bicycle rental service for resort patrons;
- To communicate to the relevant staff the procedure in relation to bicycle rental at the resort;
- To have trust and confidence and consistency in the bicycle rental service provided;
- To prevent the development of poor practices and behaviours;
- To enable the resort to provide a safe place for all employees and other stakeholders;
- To enable the resort to always act within the law.

## **3.0 Scope**

This procedure applies to all employees engaged in providing a bicycle rental service to patrons at the resort. Patrons who rent bicycles from the resort are equally bound by the terms and conditions of the bicycle rental agreement.

## **4.0 Responsibility**

The head of department, supervisors and employees are directly responsible and accountable for implementation of this procedure as prescribed. The resort manager has overall accountability and responsibility for implementation of this procedure.

## **4.0 Assumption of Risk**

The patron renting the bicycle should understand and accept that renting the bicycle and participating in biking exposes them to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. They should also understand they should be in good physical health to participate in bicycling. They confirm that they choose to participate in bicycling in spite of these risks and hereby assume all risk of injury or loss of life to themselves and loss of or damage to property arising out of renting the bicycle and participating in bicycling. They should understand the inherent risk involved in using the equipment and accept full responsibility for any and all such damage or injury which may result.

## **5.0 Waiver and Release**

In consideration of Castlemartyr Resort and Spa renting the bicycle to the patron(s), they specifically release and forever discharge Castlemartyr Resort and Spa and employees from any and all liability or claims for injury, illness, death or loss of damage to the property which the patron (renter) may suffer while renting the bicycle and participating in bicycling. In signing any agreement document, the patron (renter) fully recognises that if injury, illness, death or damage occurs to the patron (renter) while they are engaged in renting the bicycle or participating in bicycling, they will have no right to make a claim against Castlemartyr Resort & Spa.

## **6.0 Rental Agreement**

The patron (renter) acknowledges and agrees to the rental agreement terms and conditions set out in the Agreement for Use of Bicycle and Release and Waiver of Liability entered into with Castlemartyr Resort and Spa. The patron (renter) accepts all of the terms outlined below:

**6.1** Bicycles are rented out clean and in proper working condition and must be returned in the same manner along with helmet, high visibility vest and bicycle lock. Clean condition means normal wear and tear but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or

other parts from misuse and/or crash. In the case of damage, loss, or theft of bicycle(s), components or any of its parts, Castlemartyr Resort & Spa will charge the patron (renter) the full cost of the missing parts at market prices;

**6.2** Helmets and high Vis vests are included and are required to be worn at all times while riding bicycle(s) rented from Castlemartyr Resort & Spa. If a patron (renter) is seen riding the rental bicycle without a helmet, they will immediately have to return the bicycle. All helmets are to be CE marked;

**6.3** Locks are provided by the resort and are required to be used when leaving the bicycle unattended. The lock should be passed through the frame and attached to something fixed to the ground like a post or fence, if allowed, or a designated bicycle parking zone. It is highly recommended to keep bicycles secured at all times especially during over night rentals;

**6.4** Minor(s) require consent from a parent/or legal guardian. By signing for a minor, the parent or legal guardian consent that they are releasing Castlemartyr Resort & Spa from any claims or responsibilities for that minor;

**6.5** The patron (renter) should understand and agree to not participate in bicycling if under either the influence of alcohol or drugs;

**6.6** Patron(s) should not engage in bicycling activity if advised not to do so by their medical physician. The bike rental is on the basis that the patrons (renter) are medically fit to undertake this activity;

**6.7** The rented bicycle(s) and equipment may only be used by the designated patron (renter) as set out in the Agreement for Use of Bicycle and Release and Waiver of Liability entered into with Castlemartyr Resort & Spa;

**6.8** The patron (renter) is obliged to report to Castlemartyr Resort & Spa if they had any incident, accident or crash whilst renting the bicycle;

**6.9** Castlemartyr Resort & Spa has procured itself with proper and appropriate third party liability insurance coverage for bicycle rental activity;

**6.10** The patron (renter) is responsible for adequate personal insurance coverage for risks that may occur during the rental period. Castlemartyr Resort & Spa is not liable for any claims for bodily harm, accidents, damage caused to third person or property or loss of personal belongings caused by weather, sickness or any other causes whatsoever beyond the control of Castlemartyr Resort & Spa;

**6.11** The patron (renter) must respect Irish traffic law and regulations and understand the rules of bicycle safety. Any ticket or fine due to incorrect use or inappropriate behaviour will be the responsibility of the patron (renter);

**6.12** The bicycle is not fitted with lights and is to be used during day light hours only;

**6.13** The patron is prohibited using the bicycle on the golf course and buggy paths;

**6.13** The agreement and any dispute hereunder (contractual or non-contractual) shall be governed by and construed in accordance with the laws of the Republic of Ireland and the parties here to hereby submit to the exclusive jurisdiction of the courts of the Republic of Ireland in connection with the agreement and any dispute hereunder;

**6.14** This agreement does not apply to the use of electric bicycles;

**6.15** The patron (renter) should agree to voluntarily enter the Agreement for Use of Bicycle and Release and Waiver of Liability.

## **7.0 Agreement for Use of Bicycle and Release and Waiver of Liability**

7.1 The Agreement for Use of Bicycle and Release and Waiver of Liability is set out in **Appendix 1**.

## **8.0 Bicycle Reservation**

8.1 Patrons can reserve a bicycle by contacting the Concierge who will answer any questions they may have including any applicable rental fee.

## **9.0 Issuing out a Bicycle**

**9.1** All bicycles are locked while in storage and prior to issue. The hotel employee will unlock the bicycle for the patron;

**9.2** The hotel employee will inspect the bicycle prior to issuing to ensure it functions appropriately and has no visible defects or damage. Tyre pressure will also be checked;

**9.3** It should be verified with the patron that they are a registered guest of the resort;

**9.4** The minimum age requirement to rent a bicycle is 18 years of age. Younger patron(s) may rent a bicycle but either a parent or legal guardian is required to sign the release on their behalf;

**9.5** Each patron is required to sign the **Agreement for Use of Bicycle and Release and Waiver of Liability** set out in **Appendix 1**. Bicycles are not rented to resort patrons unless such agreement is signed by them;

**9.6.** CE marked helmet; high visibility vest and a locking device are issued to all patrons. If the locking device is code operated, the code is provided to the patron. A range of helmet sizes and/or adjustable helmets should be available so as to ensure proper fit for all patrons. Patrons should be advised that the use of helmets and high visibility is mandatory. Patrons should not be provided with a bicycle if a helmet with a proper fit is unavailable. Helmets are inspected by the employee prior to issue to ensure their integrity has not been compromised. This includes the helmet straps;

**9.7** The employee will explain and familiarise the patron with the features of the bicycle including how to adjust the seat. The employee will provide the patron with all relevant safety tips prior to issuing the bicycle. Tyre pressure, lubrication and proper functioning of the brake system will also be confirmed with them. The patron will be advised to comply with all traffic laws and not to use the bicycle under the influence of alcohol or drugs;

**9.8** The patron is advised that bicycles may only be rented during day time and only used during full daylight hours. Bicycles must be returned prior to sunset. Patrons may return the bicycle for the night and rent it again in the morning removing the necessity for them to store the bicycle overnight;

**9.9** The identification number of the bicycle is recorded on the Agreement for Use of Bicycle and Release and Waiver of Liability when the bicycle is being issued;

**9.10** The patron is provided with the relevant contact number in the event of an emergency bicycle malfunction or breakdown whilst being rented to the patron.

### **10.0 Receiving a rented bicycle from a patron after rental**

**10.1** Each bicycle will be inspected by the hotel employee upon its return by the resort patron. The bicycle will be inspected for any damages outside of normal wear and tear.

**10.2** The bicycle will not be returned into circulation for rental if damaged until being confirmed fit for rental.

**10.3** Where damage other than normal wear and tear has been identified, such damage will be discussed with the resort patron and charges made accordingly.

### **11.0 Responsibilities of employee issuing the bicycle**

**11.1** The employee will ensure that they:

- comply with the requirements prescribed in this procedure;
- understand the functions and features of the rental bicycle(s);
- are able to explain and demonstrate the bicycle(s) features to resort patrons;
- instruct the hotel patron(s) on how to properly fit the safety helmet and bicycle to their physique;
- refer matters if unsure of any matter or if further assistance is required to the duty manager.

### **12.0 Malfunction or Breakdown of Bicycle during use by patron**

**12.1** In the event of a breakdown or malfunction, the patron will be advised of the relevant phone number to contact for assistance. The resort will endeavour to assist the patron as reasonably practicable in returning to the resort.

### **13.0 Bicycle Safety Checks and Maintenance**

**8.1** All bicycles will be asset tagged with their own assigned identification number. Bicycles will undergo safety checks between rentals to ensure they are safe for future rentals. Such checks will be documented and retained for inspection;

**8.2.** All bicycles for rent in the resort will undergo regular safety checks carried out by a competent person. Records of such checks will be retained for inspection.

**8.3** All bicycles will be maintained in accordance with manufacturer's instructions and recommendations.

## **Appendix 1**

# **Agreement for Use of Bicycle and Release and Waiver of Liability**