

## GOVERNMENT FIX YOUR BIKE TERMS & CONDITIONS

The Fix Your Bike Voucher Scheme is administered and run by the Department for Transport (DFT) and Energy Savings Trust (EST). The DFT and EST set Terms and Conditions (as outlined on the EST website) are listed below

### 1. Definitions and interpretation

1.1. "Accepted Form of Identification" means:

1.1.1. one of the following documents:

1.1.1.1. Either:

1.1.1.1.1. valid driving licence photo card with address;

1.1.1.1.2. Or:

1.1.1.2.1. passport;

1.1.1.2.2. national identity card (non-UK);

1.1.1.2.3. residence permit;

And one of the following documents in hard copy or electronic form, provided that the document is less than 3 months old:

1.1.1.2.4. utility bill;

1.1.1.2.5. council tax bill;

1.1.1.2.6. mortgage statement;

1.1.1.2.7. council/housing association rent card;

1.1.1.2.8. benefit book;

1.2. "Cycle(s)"

1.2.1. For the purposes of eligibility for this Scheme, "cycle(s)" shall be considered to include both pedal cycles, adapted cycles and Electrically Assisted Pedal Cycles (EAPCs, also known as electric bikes or e-bikes)

1.2.2. Cycles designed for children are considered eligible for the Scheme.

1.2.3. Any electric bike which does not meet the requirements for EAPCs set out at <https://www.gov.uk/electric-bike-rules> shall not be eligible for this repair Scheme.

1.3. "Customer" means:

1.3.1. The member of the public claiming the voucher at a Registered Business.

1.3.2. In order to be eligible for vouchers under the Scheme the Customer:

1.3.2.1. must be 18 or over;

1.3.2.2. must be a resident of England (the Scheme does not cover Wales, Scotland and Northern Ireland);

1.3.2.3. must not have previously registered in the Scheme.

1.4. "Eligible Repairs"

1.4.1. "Eligible Repairs" means repairs that are:

1.4.1.1. necessary to make cycles roadworthy and fit for purpose; and

1.4.1.2. carried out on premises in England.

1.4.2. Eligible Repairs may include:

1.4.2.1. repairing or replacing tyres, tubes, wheels and related components;

1.4.2.2. adjusting, repairing or replacing braking system components;

1.4.2.3. adjusting, repairing or replacing transmission system components;

1.4.2.4. repairing or replacing other essential components which prevent safe use of the cycle e.g. deteriorated grips or saddle;

1.4.2.5. repairing or replacement of components for permanently fitted lighting systems.

1.4.3. The following repairs are not Eligible Repairs:

1.4.3.1. a sale of replacement parts without any repair work.

1.4.3.2. replacement or upgrade of existing safe and roadworthy components;

1.4.3.3. replacement or repair of removeable lighting accessories.

1.5. "Point of Claim" means the point at which the Customer takes the cycle to the Registered Business for repairs and submits the voucher code and identification to the Registered Business for approval and in clauses 1, 2 and 3 "claim", "claimed" and "claiming" are to be construed accordingly.

1.6. "Registered Business" means a bike repair business that is listed as being registered to take part on the Scheme on the website: <https://fixyourbikevoucherscheme.est.org.uk/>

1.7. "Scheme" means: 1.7.1. the Government funded Scheme, known as the "Fix Your Bike Voucher Scheme", that provides vouchers to members of the public to be used only against the costs incurred from the Eligible Repairs of cycles at Registered Businesses.

## **2. Voucher Rules**

2.1. Vouchers may only be used against the cost of Eligible Repairs carried out by a Registered Business.

2.2. Vouchers must be within the 60 day validity period (set out at clause 3.3) at the Point of Claim.

2.3. Vouchers will cover up to £50 per cycle towards the Eligible Repairs and parts that need replacement as part of the Eligible Repairs. The cycle owner will need to pay the remainder cost if the cost is greater than £50.

2.4. If the cost of the service is below £50, the voucher will only cover for the effective cost of the transaction (less than £50).

2.5. A maximum of 2 vouchers can be claimed per customer address, and only 1 voucher per cycle, but both do not need to be claimed at the same time.

## **3. Process for voucher issue and repairs**

3.1. When applying for a voucher, customers must provide a description of the cycle(s) for repair (e.g. colour and brand).

3.2. Once a voucher is issued the unique voucher code will be displayed on the screen and sent via email.

3.3. Once a voucher is issued customers have 60 days to claim it at a Registered Business before it expires ("the 60 day validity period"). Once a voucher has been accepted by a Registered Business, it is not possible to reverse this operation and claim the voucher in a different Registered Business.

3.4. Repairs can be carried out up to 60 days after the expiry of the 60 day validity period as long as:

3.4.1. the voucher has been accepted by a Registered Business; and

3.4.2. the Eligible Repairs have been agreed before the expiry of the 60 day validity period.

3.5. Customers must arrange and book the cycle in for repair with the Registered Business directly. The Energy Saving Trust and Department of Transport will not be involved with this process.

3.6. The Customer who has registered with the Scheme and has been issued the voucher must be the same person who visits the Participating Business at point of drop off and collection of the cycle.

3.7. Accepted Forms of Identification, including proof of address, must be provided to the Registered Business both at drop off and collection. If this is not provided, Registered Businesses cannot undertake the repairs or redeem the voucher.

3.8. The cycle left with the Registered Business for repair must match the cycle described upon registration.

#### **4. Liability**

4.1. All voucher payments are made for and on behalf of the Customer and the Energy Saving Trust is not liable for any incomplete or faulty repairs or parts, as part of the service conducted by the Registered Business for the Customer.

4.2. The Registered Business is responsible for ensuring all staff undertaking repairs under the Scheme hold appropriate skills and competency related to the Eligible Repairs

4.3. Energy Saving Trust is not liable for any accidents, damages or additional costs associated with the Scheme.

4.4. Vouchers from the Scheme have no cash redemption value and cannot be exchanged for cash.

4.5. The Energy Saving Trust will not be liable to the Customer for any loss under this Agreement, and accepts no liability arising out of or in relation to these terms and conditions.

#### **5. Data protection**

5.1. To administer the Scheme, the Energy Saving Trust need to process your personal data on behalf of Department for Transport who are the Controller. We will need the following data: name, date of birth, full address, contact email address and contact phone number. The Energy Saving Trust will process this data solely for the purposes of administering and auditing the Fix Your Bike Voucher Scheme. This data will be shared with your chosen bike retailer which you redeem the voucher with for verification purposes. Data may also be shared with the Department for Transport for analysis and reporting purposes regarding the administration of the Scheme. For further information about how your data will be processed please see the [privacy notice on the customer registration page](#) and for further information please see the [Department for Transport's Personal Information Charter](#) and the [Energy Saving Trust's privacy policy](#).

#### **6. General**

6.1. These terms and conditions and any dispute or claim arising out of or in connection with them or the Scheme shall be governed by and in accordance with the law of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions and/or the Scheme.

6.2. Participation in this Scheme will constitute acceptance of these terms and conditions and the Customer agrees to be bound by these terms and conditions for the duration of their participation.

