

# Big Bike Revival Winter 2023-24 Terms & Conditions grant agreement

This Terms and Conditions Agreement is dated: 16 October 2023

## 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 upon confirmation of a grant funding award, confirms they are entering this contract.

## BACKGROUND

- (A) Cycling UK is seeking to partner with organisations who are eligible and able to contribute toward the funding requirement for the development and delivery of the Big Bike Revival programme 2023-24 and as set out in **Schedule 1 (grant funding criteria and deliverables)** of this agreement. By this agreement Cycling UK agrees to provide funding in accordance with **Schedule 2 (Grant expenditure)**, the conditions of funding 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.....	8
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
<b>Schedule 1: Grant funding criteria and deliverables.....</b>	<b>13</b>
<b>Schedule 2: Grant funding expenditure.....</b>	<b>23</b>

## AGREED TERMS

### 1. DEFINITIONS

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

**Beneficiary:** means any benefactor, participant, person, customer, client 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:** On the date and time when the grant recipient was awarded the programmes grant funding.

**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, grant recipient or applicant responsible to deliver 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 beneficiaries 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 UK's 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 2025.
2. The stated duration is made up of an 18-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 funding criteria and deliverables

Awarding grant funding to deliver Big Bike Revival programme is subject to a review process. The process includes consideration into how well applicants have demonstrated they will meet the funding criteria. Awarding grants to applicants may be subject to additional information, but includes the following criteria:

1. **Demonstrate delivery of the programme**
  - a. Meet the aims and objectives
  - b. Engage the target audience
  - c. Deliver the FIX-LEARN-RIDE model
  - d. Agree to collect and return participant contact details
  - e. Agree to the programmes limitations
  - f. General agreements
2. Follow the delivery guidance
3. Demonstrate eligibility to apply
4. Understand the review process

### 1. Demonstrate delivery of the programme

The purpose of awarding grant funding is to support partners to deliver Cycling UKs Big Bike Revival intervention in the form of local events, that meet the programme **aims and objectives**. Big Bike Revival events are designed to inspire a change in cycling behaviour, for the **target audience of people who do not currently cycle regularly** (once every two weeks or less), through delivery of Cycling UKs evidenced **fix-learn-ride model** that enables this to happen. Each intervention might have a particular focus which will be communicated via the online grant application and current webpages, but essentially delivery partners are expected to shape the delivery based on a combination of the events model. All events must be free to participants at the point of access.

#### a. Meet the aims & objectives

**Aim:** To make cycling accessible to all and unlock the potential for people who do not currently cycle but would consider either starting or returning to cycling. This supports the Department for Transport's vision of achieving a step-change in cycling levels.

**Objectives:**

- Inspire and encourage the large proportion of the population who do not cycle, to start cycling.
- Increase the number of people that cycle by addressing the fact that a high proportion of adults in England own bikes (42%) but are not making use of them.
- Increase the number of trips made by bike by addressing the fact that adults in Britain appear to be aware of cycling and its potential for short local journeys but have safety concerns about cycling as a form of travel.

- To improve the perception of cycling safety by providing opportunities for people to access supported cycling activities, training on how to cycle safely and how to keep bikes in safe working order.

#### b. Engage the target audience

Applicants must demonstrate that they will engage and inspire people **who do not currently cycle**:

- complete beginners
- non-regular cyclists (people cycling once every two weeks or less)
- returner cyclists (people who have not cycled for a number of years)

Where possible partners should also engage; people in need economically or socially, or in health deprivation; people underrepresented in society; people who face challenges or perceived barriers to cycling. This includes, but is not limited to:

- Women
- People on low incomes
- People who identify as belonging to an ethnic minority group
- People not in work
- People not meeting physical activity guidelines
- People with perceived barriers to cycling

#### c. Deliver the FIX-LEARN-RIDE model

Based on rigorous evidence and validated behaviour change techniques the model informs applicants about the types of events that work best to inspire the target audience. Unless specified, partners are expected to deliver events that focus on the three core elements of **fixing bikes, teaching skills and leading rides**. Essentially there are four event types;

- **FIX events:** Provide basic cycle services to participants to repair their broken bike or provide a basic cycle service or safety check to ensure their bike is safe to be cycled.
- **LEARN to fix events:** Provide instruction to participants so they can learn how to maintain their own bike or complete some basic repairs competently.
- **LEARN to cycle events:** Provide instruction to participants so they can learn how to cycle as a complete beginner or upskill non-regular cyclists so they gain additional cycle training skills.
- **RIDE events:** Provide led bike rides for participants so they can practise cycling locally, learn new routes in a social environment, build their cycle confidence and feel safer when cycling.

The event types are documented in more detail below and in the event description guides and include relevant tools, tips, procedures and methods to apply at point of delivery. All events must be **open to all** and be **free at the point of access to participants**. **Please note:** all events delivered as part of the Big Bike Revival programme are delivered on behalf of and therefore owned by Cycling UK.

#### d. Agree to collect and return participant contact details

Grant funding recipients must agree to separate data agreement at the point of applying to ensure the programme can be monitored and evaluated. The data agreement will be affective from the date that grant funding is awarded and the following roles and conditions form part of the agreement:

##### Owners

- **Cycling UK is the data (participant details) owner.**
- Delivery partner is a data (participant details) collector.
- At the end of the delivery and where appropriate, participant details (data) returned from each partner, can be shared with that same partner.
- Partner are NOT permitted to make copies of any participant details, make contact with them or share their details with a third party.

##### Collecting, storing and returning

- Partners must inform and ensure participants are aware that by receiving a free service or activity at an event, they consent to Cycling UK contacting them to monitor and evaluate the programme. Cycling UK will NOT contact participants for any other reason, and once Cycling UK has received their data they can withdraw at any time.
- Partners must ask participants to provide their:
  - **name**
  - **email address**
- Partners ensure that participant 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.
- Partners must return participant details to Cycling UK after each event, no later than 48 hours afterwards.
- Partners return participant details via a secure Webform link, 48 hours after each event.

##### Event data

- Partners are also asked to provide the following event information:
  - Event name, type, date
  - Head count of people reached, engaged with, or promoted to.
  - Bikes fixed (if applicable)

##### General:

- Cycling UK is the data processor, data controller and data owner.
- Both parties shall abide by GDPR legislation in respect of all personal data collected.
- Each party will keep confidential all information obtained from each and any 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.
- Partners agree and understand that Cycling UK may wish to use details of partner projects, outcomes and quotes in promotional or publicity material.
- Cycling UK reserves the right to reclaim the grant if none or a limited amount of participant data has been 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.

#### e. Agree to the programme limitations

For the purpose of meeting the aims and objectives of the programme there are restrictions on what can be included to the delivery. This means there are some limitations on the types of events that can be delivered, and which audiences can be engaged. These limitations include but are not restricted too:

#### **Events for children only are NOT allowed**

To safeguard children and all young people under 18 years old and to sustain levels of cycling in children, the funding CAN be awarded to deliver and promote family cycling that includes parents, responsible adults, caregivers over 18 or guardians. However, **funding CANNOT be awarded to deliver events for the sole purpose of engaging only children or young people.**

#### **Regular events and activities CANNOT be included in the delivery**

It is the intention that the funding is used to engage and reach the target audience through delivering events that go above and beyond any regular activity that a partner organisation consistently offers. Therefore, **the funding CANNOT be awarded to support or sustain any regular and organised activity that occurs as part of a consistent allotted time.**

#### **Social events**

It is recognised that cycling is a social activity and Cycling UK agrees that an element of being social and promoting a friendly environment can be accepted as an inclusion to an event within reason and at discretion. However, **the funding CANNOT be awarded to deliver events that focus solely on promoting a social environment, including but not limited to a festival, party or other social gathering.**

#### **Mass participation**

Events must focus on providing cycling activities that address the local need, are delivered in local communities by partners embedded in those environments and aim to increase cycling trips through promoting local journeys. **Large or mass participation events are therefore unsuitable for Big Bike Revival delivery and CANNOT be funded.**

#### **Motorised travel**

One of the programmes objectives is to transform short car trips into local cycling journeys. **This means that motorised travel outside of the local area with the aim of taking participants cycling elsewhere CANNOT be funded.**

#### **Types of cycling**

The programme aims to increase active travel by encouraging participants to cycle for local practical journeys, which includes but is not limited, to cycling for work, shopping, education, the school run or medical appointments. **Events that focus solely on leisure cycling do NOT meet funding criteria.**



#### f. General agreements

##### **Covid guidance and social distancing**

Due to the continued health risk associated with COVID-19, grant recipients are advised to take necessary precautions based on local knowledge and recommendations at their discretion. If government guidance should come into force again at any time in the future, Cycling UK will respond accordingly.

##### **Grant applicant and recipient**

The contact person/s provided in the application will represent their organisation as the grant recipient/s and are held accountable for ensuring that all details in the application are to the best of their knowledge correct. This includes, but not limited to, any documents provided that are used in conjunction to claim the grant funding. The grant recipient/s 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, any other person or organisation.

##### **Activities insurance**

Partners 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 2024. If the policy expires within the delivery period, it is expected that deliver partners will renew their policy. The policy holder must be identified in the insurance policy as an organisation eligible to carry out cycling related activities.

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 and fall within the published dates, 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**

Partner 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 in the image library or those posted hard copy resources.

### **Policies and Procedures**

Cycling UK may ask partner organisations for 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, partner organisations are 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 team for help [bigbikerevival@CyclingUK.org](mailto:bigbikerevival@CyclingUK.org)

## **2. Follow the delivery guidance**

You agree to deliver the programme as documented on your grant 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.

We expect organisations to agree to the following:

- Your organisation agrees to provide events, based on our FIX-LEARN-RIDE model at locations within local communities, that are accessible to everyone and that are focused on meeting the aims and objectives of the programme.
- Your organisation agrees to deliver events **during the delivery period, from the 04 November 2023 until the 25 February 2024.**
- 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, skilled ride leaders, trained cycle instructors 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, safety checks and second-hand bike upcycling and sales 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.**
  - Led bike rides are route planned, delivered within an appropriate group size and group leader / rider ratio, align with the programmes RIDE element of the model, and carried out under best practise guidance, not limited to but in particular with regards to **risk assessments.**

- Learning, teaching and skills sessions, within a maintenance or riding capacity are delivered at an appropriate level to the audience engaged, within an appropriate group size and instructor / student ratio, align with the programmes LEARN element of model and carried out under best practise guidance, not limited to but in particular with regards to **risk assessments**.

### **Fix event guidance on delivering safety checks and basic services at fix events:**

Your organisation agrees to follow this guidance when providing bike checks and basic services and ensures that all bike mechanics, leading staff and volunteers 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, are provided adequate time to ask questions, be confident in the knowledge that their bike is safe to ride and trust that any work has been carried out to a high professional standard. They should **NOT** feel fearful or intimidated when approaching the bike mechanic, leading staff or volunteers.

The following repairs, maintenance or cycle services are **NOT eligible for funding** and must **NOT be provided** at Fix events:

- 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.

### **Learn event guidance on delivering basic bike maintenance:**

Your organisation agrees to follow this guidance on providing basic bike maintenance and ensures that all mechanic instructors, staff and volunteers are fully aware of the

guidance. The guidance is to demonstrate and teach minor repairs and basic checks to ensure that participants become familiar with maintaining their own bike and learn basic

repair techniques to help them look after their bike at an appropriate level that meets their interest. Participants should receive tailored advice on their technique, learn that some maintenance knowledge will save them money and enjoyed a social experience with like-minded others. The session should be taught using straightforward language, participants should feel they can ask questions and not feel judged or intimidated.

#### **Learn event guidance on delivering learn to ride sessions:**

Your organisation agrees to follow this guidance on providing basic learn to ride sessions and ensures that all cycle instructors, staff and volunteers, are fully aware of the guidance. The guidance is to demonstrate and teach participants how to ride a bike, starting at a beginner level and moving into advanced skills as required. Participants should learn how to ride a bike in a safe environment, learn effective handling of the bike and learn best practice on how to cycle safely. They should feel confident when leaving the session, feel they have listened to and received bespoke attention appropriate to their needs. The session should be taught using straightforward language, participants should feel they can ask questions and not feel judged or intimidated.

#### **Led-ride event guidance on delivering beginner, low mileage local rides.**

Your organisation agrees to follow this guidance on providing led-rides and ensures that all ride leaders and assistant ride leaders, are fully aware of the guidance. The guidance is to lead a ride that is local and accessible to the community, that aims to be fun and social, while demonstrating local route knowledge and providing advice on cycling for local journeys. The ride should also provide participants with tips and tricks on their riding techniques, allow them to ride at a comfortable pace, enable them to build their confidence and feel safer when cycling. Participants should leave the session feeling more confident and safer, having learnt how to cycle with a group and learnt some local routes they can use for everyday cycling journeys.

**Risk Assessments** - Cycling UK recommends that all events are sufficiently assessed for all risks and dangers that may impact the public.

### **3. Demonstrate eligibility to apply**

The types of organisations that are eligible to deliver the programme and apply for grant funding include:

- Cycling UK affiliated Community Cycle Clubs
- Cycling UK affiliated groups
- Bicycle recycling centres
- Not for Profit organisations (IE. registered charities, social enterprises, community interest companies, voluntary led groups)
- Training organisations
- Independent bike shops with a community interest

**Please note:**

We cannot pay grant funds into a personal bank account. If you are applying for a grant, you'll need to access an organisational or business bank account. If you are a sole trader without a business account and with only a personal bank account, at our discretion we may request additional information to verify your trading status.

- Organisations who are providing cycling activities on a regular basis, as their main activities 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 Delivery Period ends on 31 March 2024. If your policy expires before this date, we expect to receive a renewal of your policy, to ensure that your policy will continue for the rest of the delivery period as stated herein. The policy holder MUST be identified in the insurance policy as an organisation eligible to deliver cycling activities.
- If your organisation is not providing cycling activities on a regular basis, as a main activity or 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. on the Cycling UK website.
- Organisations must be registered and active in England.
- Eligibility to apply and deliver the programme, does not suffice for grant funding to be awarded. All applicants are reviewed against funding criteria and Cycling UK reserves the right to award, approve or reject funding applications based on any information provided on the application submitted, or any information that Cycling UK currently has or acquires as a result of an organisation applying to take part in the programme.

## **4. Understand the review process**

Partner organisations must apply by submitting an online application and follow the advice given herein. Grant applications are reviewed on a weekly basis and are subject to a review process where qualifying conditions are considered. These include but are not limited to:

- Eligibility to deliver.
- Ability to submit and deliver a delivery plan that aligns with the purpose and the aims and objectives of the programme.
- Ability to submit and deliver events that align with the FIX-LEARN-RIDE model. It is expected that funding requests align with providing services of value to the relevant audience and community.
- Ability to submit a relevant expenditure plan that aligns with the delivery plan and funding criteria.
- Commitment and ability to collect and return participant details (data) no later than 48 hours after each event.
- Ability to comply to Cycling UKs general grant funding terms and conditions.
- Past performance and delivery experience are considered.

- Consideration is given to applicants demonstrating a commitment to sustain cycling locally.

After the review process is complete, Cycling UK will provide one of three outcomes to each applicant:

- **Approval** – an application has been approved in full.
- **Rejected** – an application has been rejected in full or partially, and where possible and appropriate, reasons and decisions will be provided.
- **Actions required** – an application requires clarity or additional information. A member of our team will contact the applicant to discuss before proceeding. This outcome carries the expectation of a final outcome.

### Approval

If an application is approved, the contacts provided on the application submitted will receive a formal email correspondence that the grant has been awarded and approved. This email notification will provide all relevant information and links to relevant programme resources for the applicant to carry out their delivery plans in full.

If your organisations' application is **rejected**, it is not intended that this outcome will reflect on future applications, unless additional information, other notification or advice is provided.

Eligibility to deliver does not automatically equate to becoming a delivery partner. Cycling UK reserves the right to approve or reject an applicant based on any information provided on the application submitted, or any information that Cycling UK currently has or acquires as a result of an organisation applying to take part in the programme.

Partner organisations can only apply for one Big Bike Revival grant at any one time. Additional grant applications will be reviewed on case-by-case basis and are subject to the availability of funding, and the fulfilment of conditions on any previous applications.



## Schedule 2: Grant funding expenditure

The purpose of awarding grant funding is to support the delivery of events under Schedule 1 of this agreement. Your budget and expenditure must consist of reasonable and necessary resources to deliver Big Bike Revival events. You are required at the point of applying to provide information on all items and costs as listed here below. Expenditure that are considered as reasonable and necessary, and meeting funding criteria, include but are not limited to the following:

1. **Staff costs:** includes qualified professionals, bike mechanics, skilled ride leaders, trained cycle instructors, bike maintenance tutors or administrators
2. **Volunteer expenses:**
  - a. Volunteer refreshments can include reasonable drinks and snacks
  - b. Volunteer travel: can include reasonable travel costs
3. **Equipment purchases:** includes tools, bikes, bike parking, locks, helmets, high-vis jackets and pumps, but NOT capital or fixed infrastructure costs. Please note; this must not exceed 5% of the total grant funding awarded
4. **Equipment hire:** includes cones high-vis jackets, helmets or bikes.
5. **Consumables:** includes brake pads, inner tubes, cables, lubricant or small parts.
6. **Venue and location:** includes venue hire or location fees, but NOT property rental, rates or energy bills
7. **Participant Incentives:** includes items that are intended to sustain participants cycling behaviour after they've attended an event, but must NOT be giveaways
8. **Participant refreshments:** can include reasonable drinks and snacks
9. **Promotion:** includes printing Big Bike Revival promotional materials and social media costs. Please note: this cost must not exceed 7% of your total grant funding.
10. **Transport:** includes transportation of goods to and from the event location. Please note: this cost must not exceed 5% of the total grant funding awarded
11. **Personal Protection Equipment:** includes hand sanitiser, face masks, disposable gloves, or paper tissue
12. **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.