



GENERAL TERMS AND CONDITIONS

Cheshire Outdoors Group consists of the following Registered Companies:

Cheshire Outdoors Ltd
Cheshire Falconry Ltd
Cheshire Segway Ltd
Forest Explorers Ltd
Cheshire Bushcraft Ltd

Cheshire Outdoors Group operates under the following Trading Names:

Cheshire Outdoors
Cheshire Falconry
Cheshire Segway
Cheshire Woodland Weddings
Cheshire Bushcraft
Cheshire Cycle Hire
Cheshire Cycle Repair
Magical Woodland
Cheshire Outdoors Corporate Events
Cheshire Woodland Wellbeing

General Terms and Conditions apply to all Cheshire Outdoors Group (hereafter called Group, We, Us and Our) operating Companies and Trading Names.

General Terms and Conditions are superseded by Additional Terms and Conditions per Operating Company or Trading Name as required.

Events, activities, demonstrations, displays, equipment hire and any other product or service supplied by us are hereafter referred to as Service(s).

These Terms and Conditions constitute a formal agreement between us and our Customer (this being the person(s) who uses our Services). We and our Customer(s) accept and agree to be legally bound by these Terms & Conditions. A credit or debit card guarantee, full or part payment and acceptance of such by us for you to purchase our Services signifies an understanding and acceptance of these Terms & Conditions.

Reservations

Advance reservations must be made through Group Websites, by telephone or in person.

Purchase Methods

Services may be procured in a number of ways described as follows:

- Private Event Booking – Payment of a deposit or in full for a future Private Event on a fixed date.
- Ticket – A ticket, physical, electronic or virtual, to a Service open to the general public either purchased in advance or at the time of use.
- Voucher Purchase – Purchase of an activity or experience credit to be used at a future time yet to be determined.
- Booking – Reservation of an activity or experience at a specific time and date. This may be a new purchase or be paid for in part or full by Voucher redemption.
- Quotation – Acceptance of a written or verbal quotation for Service(s) to be performed.

Prices Quoted

Prices quoted shall be current at the time of booking, acceptance and acknowledgment. The price agreed shall not be subject to any change unless forced due to circumstances beyond our control. Such circumstances shall include civil riot, region or National emergency, war, route closure, severe weather conditions, etc. Where such a price amendment is necessary, you will be notified in writing no less than twenty-eight (28) days prior to your event date. Should a price amendment be unacceptable, the booking may be cancelled in accordance with our Cancellation Policy above but without penalty or administration charge if confirmed as cancelled fourteen (14) days or more prior to the event date.

Price Inclusions

Your price shall include Services as indicated, statutory insurance, VAT, all taxes and anything specifically mentioned as "included".

Price Exclusions

Your price shall exclude personal insurance, snacks, lunch, beverages, optional activities, gratuities and any other items not specifically mentioned as being included.

Bookings

Advance Bookings

Advance Bookings must be made through Group Websites, by telephone or in person.

Booking Amendments

Bookings are not normally amendable.

Bookings may be moved once placed at our sole discretion and payment of an administration fee. Amendments are further subject to availability and minimum notice periods. The notice periods are variable dependent upon the Service purchased.

Tickets

Ticket Booking Guarantee

Your credit or debit card details will be requested to purchase your ticket(s).

If booking through an approved representative, payment will be taken in accordance with their own terms and conditions of ticket sales. Your reservation is duly guaranteed by the issuing of a payment receipt or ticket(s).

Where payment has not been completed, we may, at their discretion, provisionally reserve your ticket(s) but reserve the right to re-allocate them should another client request and secure them by payment. In this case, you shall be duly notified and given the chance to complete your payment.

Cancellation by the Customer

We regret that our cancellation policy does not permit the cancellation of Tickets (s). Your statutory rights are not affected.

Cancellation by Us

Where we cancel, for whatever reason, and an alternative cannot be offered or taken, a refund in full (if applicable) shall be made within ten (10) working days of such a cancellation being confirmed.

No compensation will be payable if we cancel as a result of your failure to comply with these terms. No additional compensation, consequential losses, additional travelling costs or other such claim shall be accepted.

Blakemere Village, Chester Road, Sandiway, Cheshire CW8 2EB

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Vouchers

Voucher Validity

Vouchers are issued with unique identifying numbers. Each Voucher may only be redeemed once. Where purchased online, the purchaser and the recipient have a responsibility to ensure that the unique voucher number is not disclosed to others.

Vouchers are valid for a period of 12 months or less on Special Offers from the date of issue. Vouchers must be booked and redeemed within this period. We reserve the right to refuse payment by gift voucher if a reservation has not been made or the voucher is not presented.

When making a booking using a voucher, the voucher number must be quoted. The actual gift voucher must be presented on arrival.

Promotions

Vouchers sold during Special Offer promotions have a limited period of validity. Each voucher will be marked showing the date of expiry. Vouchers must be booked and redeemed within this period.

Expired Vouchers

If a voucher remains unused within the validity period due to exceptional circumstances the voucher may be extended for a period of an additional three months, providing that sessions are available, and on the payment of an administration fee per person. A voucher can be extended only once.

Limited Numbers

Numbers are limited on each session, booking early for 'desirable' dates such as Public Holidays and summer weekends is recommended. At certain times of the year it may be necessary to book your experience up to 8 weeks in advance, particularly if you require a weekend date.

Cancellations

Cancellations and re-bookings are charged an administration fee per person (not applicable to spectator vouchers).

No Shows

Participants who fail to turn up to their booked session will invalidate their voucher(s).

Transfers

Experience Vouchers are transferable between people but may not be exchanged for a refund or other goods. Spectators may also accompany a participant, by the purchase of one or more of our Spectator Vouchers. Spectator places can only be used in conjunction with a valid participants voucher.

All Services

Concession Requirements

As a general rule, bookings will be accepted at face value at the time of booking. However, at our discretion, proof of any concession entitlement claimed may be requested at any time during fulfilment of the booking. Such proof shall include any legal document that contains a recognisable photograph and date of birth. Failure to produce such evidence upon request may result in the concession being withdrawn and payment being requested amounting to the difference between what has already been paid and the full published price.

Children

Children under the age of fourteen (14) shall be accompanied by an adult at all times. Full responsibility for children remains with the accompanying adult, including general behavioural control so as not to disturb others.

Special Needs

Please contact us to discuss specifically your needs if you are disabled or a special need client requiring a wheelchair or other such mobility assistance and/or special assistance. It is our intention to operate access-for-all and we will make every effort to accommodate special needs accordingly. We reserve the right to require persons who are unable to move independently to be accompanied by a companion who is able to provide any necessary assistance and take full responsibility accordingly.

Animals / Pets

Animals and pets shall not be permitted with the exception of a registered and documented guide dog in accompaniment of a visually impaired person. Full responsibility for such an animal remains with the accompanying person, including feeding, hygiene and general control so as not to disturb other customers or staff.

Overall Enjoyment

We do not accept responsibility for your overall enjoyment. Whilst every effort will be made to maximise your pleasure and experience, it is accepted that every person's preference and tastes are unique and it would be impossible to satisfy all of our customers all of the time.

Instructor Led Activities

Instructors will perform an instruction and safety briefing at the start of each instructor led activity. Customers will comply with directions given by the instructor at all times.

Photos and Videos

Any photos or videos taken by us or supplied to us by customers or third parties may be used in marketing, on our websites and at promotional events. By participating in our services you give consent to such use of your image unless you inform us otherwise.

Any customer photographs taken while at Cheshire Outdoors shall be for personal use only and shall not be published, sold, used for commercial purposes, lodged with photographic libraries or like purposes without our prior consent. Professional Photographers must gain consent from us prior to taking images, either still or moving, or making any other recordings for commercial use.

Liability

In so far as our duties extend in providing professional, safe and fit-for-purpose Services, we, our staff and our agents shall not be liable for any injury, loss, expense, damage, accident, delay, irregularity, stranded individual, personal negligence, weather, quarantines, sickness, disease, act of God, Government restriction, legal regulation or otherwise which are adjudged to be out of our control.

We, our staff and our agents shall not be liable for any injury, loss, expense, damage, accident, delay, irregularity, stranded individual, personal negligence, weather, quarantines, sickness, disease, act of God, Government restriction, legal regulation or otherwise for any individual or company furnishing sub-contract services, transportation, attractions, accommodation or any other product or service in connection with our Services.

It is clearly stated, understood and agreed that, to the fullest extent to which liability may be excluded or avoided, We will have no liability, whether in contract or otherwise, for any losses, costs or damages, and in no event will be liable for any direct, indirect, incidental, special, punitive, expectancy or consequential damages, even if they are foreseen or foreseeable, arising or resulting from, or related to, our Services.

In all cases, the maximum liability payable shall not exceed the total fee collected for the provision of the Services provided.

Force Majeure

Except where otherwise expressly stated in these conditions, we cannot, and will not accept liability or pay compensation where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss, as a result of "force majeure". For the elimination of doubt, in these conditions, "force majeure" means any event which we, or our sub-contractors, could not, even with all due care, foresee or avoid. Such events include, but are not limited to, war, threat of war, riot, civil strife, terrorism, industrial disputes, natural disaster, adverse weather, fire, etc.

Car Parking

Cars on the premises or within the grounds of Blakemere Craft Centre are parked entirely at the owner's risk and we will not accept responsibility for the acts of any third party and neither will we accept responsibility for any damages to, or theft from or theft of the customer's vehicles, howsoever sustained.

Warranty

We provide our Services strictly on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose. Your UK statutory rights are unaffected by our Warranty terms.

We are not responsible for, provide no representations to, warranties or guarantees with respect to, and will not be held liable in any way for any content, information, services or material on any third party supplier, including, without limitation, any third party recommended, named or utilised by us.

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It is clearly stated, understood and agreed that, to the fullest extent to which warranty may be excluded or avoided, the maximum warranty payable shall not exceed the fee collected for the provision of the Services provided.

Reserved Rights

The right is reserved to make operational changes at any time, whether to the goods, services, itinerary or otherwise, with or without notice, which is considered necessary prior to the event.

The right is reserved to cancel any booking at any time, should conditions or circumstances necessitate, offering substitutes of equal value or a full refund without administration charge or penalty as detailed under our Cancellation clause above. If circumstances warrant such action a full and documented reason shall be provided.

The right is reserved to re-allocate an unsecured booking at any time.

For the comfort and safety of all, alcohol, tobacco and vaping are strictly prohibited at all times other than in designated areas. Alcoholic beverages can only be purchased on-site and not brought through the ticket entrances in either direction. Non-prescribed drugs are strictly prohibited and we operate a zero-tolerance policy towards any type of behaviour/actions that can be interpreted as lewd or obscene. If you are found in possession of prohibited items and/or if you indulge in any objectionable action, your participation in the Service(s) will be terminated immediately and we reserve the right to raise Police Complaint without hesitation. Your ticket(s) will become void from that point on. No compensation, consequential losses, additional travelling costs or other such claim shall be accepted in such an event.

Reasons for such action shall include, but not be limited to:

- Violent, racist, verbal abuse or other such unacceptable behaviour.
- Failure to comply with the laws of the United Kingdom.
- Drunk and disorderly behaviour.
- Misuse of un-prescribed drugs.
- Refusal or failure to comply with health & safety issues.
- Refusal or failure to follow directions provided by an instructor
- Refusal or failure to provide suitable evidence of entitlement to partake in an event, activity or service.
- Refusal or failure to pay for the Service(s)
- Any other behaviour deemed disruptive, dangerous or insulting to other Customers or Staff

The right is reserved to make alterations or changes to these Terms & Conditions at any time. Should the revised Terms & Conditions be unacceptable to a pre-booked customer, the booking may be cancelled without penalty or administration charge as detailed under our Cancellation clause.

Complaints & Disputes

Any disputes or complaints must be brought to our attention in writing no longer than twenty-one (21) days from the origin such. We shall then be granted an additional sixty (60) days to investigate and resolve such a dispute or complaint without involving third parties or outside solicitors, litigation or counsel.

In the event of a complaint or dispute not being satisfactorily resolved, both parties irrevocably agree that the dispute will be settled and determined by final and binding arbitration pursuant to the United Kingdom and that such arbitration will be conducted in accordance with the Rules and Procedures in current effect under English law.

Insurance

We operate within UK laws that include compulsory and statutory insurance against accident and third party liability. Personal insurance against injury, item theft, loss, or any other such event is not included and it is highly recommended that you take out your own Insurance as appropriate.

Public Liability Insurance

We carry £5,000,000 of third party liability insurance to cover our business activities.

ADDITIONAL TERMS AND CONDITIONS

Magical Woodland

Attractions, Highlights & 3rd Parties

Attractions, highlights and 3rd parties experienced during fulfilment may have specific reservation rules, payment procedures, health & safety rules and terms & conditions which shall be applicable in full in conjunction with these terms & conditions.

As in any product and service of this type, you are always entirely responsible for your own safety and for that of others. Going off any unmarked pathways, through closed gates, barriers or otherwise is done so entirely at your own risk and no responsibility can, or shall, be taken in such an instance. If in doubt, please ask.

Parking Contract

No cars must be left in the car park overnight. Failure to do so will incur a £100 release fee.

Cheshire Falconry

Booking

Our experience sessions are by Appointment Only and must be booked in advance. All bookings are subject to availability and change.

Age Limits

All Falconry experience participants must be 14 years and over with the exception of the Junior Owl Experience.

The Junior Owl Experience is limited to children between the ages of 4 and 14 years old only.

Spectators must be 14 years or older except for the Junior Owl Experience where a minimum age of four years applies.

Off Site Displays

Off Site Displays are subject to completion of a satisfactory Risk Assessment.

Cheshire Segway

Age Limits

All Woodland Glide Experience Participants must be 10 years or older. Participants under 14 years old must be accompanied by a participating adult (18 years and older).

Equipment Constraints

Participants must be a minimum of 45kg (7.1 stone) to a maximum of 117kg (18.5 stone) in weight. These limits are set due to the safe operating capacity of the Segway machines. It is the responsibility of the participants to advise staff if they do not meet these parameters.

Cheshire Outdoors

Age Limits

All Outdoors Activities Participants must be 10 years or older with the exception of Low Ropes and Crazy Golf. Participants under 14 years old must be accompanied by a participating adult (18 years and older).

Low Ropes participants must be 6 years or older.

There is no age restriction for Crazy Golf.

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Cheshire Woodland Weddings

Provisional Private Event Booking

All Private Event Bookings are provisional until confirmed by the submission of a fully completed Private Event Booking form, signed terms and conditions and the appropriate Private Event Booking fee. Provisional Private Event Bookings will only be held for 14 days from the date of a venue show round, unless alternative arrangements have been agreed in writing. Cheshire Woodland Weddings reserve the right to release provisional Private Event Bookings without notice if a Private Event Booking fee has not been received within the agreed period. No Private Event Booking is confirmed until the Private Event Booking fee is received in full and a returned written acknowledgement has been issued. All Private Event Booking fees are non-refundable and non-transferable and will be lost if the event is cancelled or postponed by the customer.

Private Event Booking Fee

The Private Event Booking fee is calculated as 25% of the full package cost. The full package cost will be calculated based on the number of guests plus extras provided at the time of Private Event Booking.

Private Event Booking Confirmation

All Private Event Bookings will be confirmed upon receipt of the relevant Private Event Booking fee, together with a copy of the signed terms and conditions. If the signed terms and conditions are not received with the Private Event Booking fee, a further fourteen days will be allowed to return them. Failure to return the signed terms and conditions within this timescale will result in the Private Event Booking being rendered null and void and the Private Event Booking fee being retained in full by Cheshire Woodland Weddings.

Prices

All prices quoted at the time of Private Event Booking include VAT at the current rate unless stated otherwise. Cheshire Woodland Weddings reserve the right to amend the price upon written notice to the client in order to reflect any change in costs beyond the reasonable control of Cheshire Woodland Weddings (including but not limited to change in VAT and import/export duties) up to eight weeks prior to the event when final details and requirements have been confirmed and the final payment is due, unless otherwise agreed in writing. If additional goods or services are provided to the customer, the customer shall pay the standard charges at prevailing rate on the day that they are provided.

Payment Terms

An invoice deducting the deposit paid and including any additional charges agreed following the initial Private Event Booking will be submitted to you ten weeks prior to the event.

The outstanding balance must be paid in full at least eight weeks prior to the event.

Any further charges for additions between 8 and 4 weeks prior to the event must be paid in full 4 weeks before the event.

Further charges for additions less than 4 weeks prior to the event must be paid in full at the time of ordering the additions.

Any objections or queries concerning accounts must be raised in writing within 7 days of the invoice date. Whereupon any amount not in dispute shall be paid in accordance with the payment terms and any balance immediately upon the amount being agreed between Cheshire Woodland Weddings and the customer.

Cancellations

In the event of cancellation earlier than 8 weeks prior to the event will result in the Private Event Booking being rendered null and void and the Private Event Booking fee being retained in full by Cheshire Woodland Weddings.

Final Numbers

Final numbers must be notified at least four weeks prior to the commencement of the event.

Our Liability

Cheshire Woodland Weddings accepts no responsibility for loss or damage to any property of the customer or its guests other than such as may be caused as a direct result of any negligent or fraudulent act or omission of Cheshire Woodland Weddings.

Customer Liability

Any damage to the site or its contents caused by the customer or its guests is the responsibility of the customer. The customer agrees to pay Cheshire Woodland Weddings the full cost of any property which is stolen or damaged beyond repair. Where property is damaged yet repairable the customer will pay all costs incurred to rectify the damage. Should the customer wish to fix items to the walls, floors or ceilings, Cheshire Woodland Weddings consent is required in advance.

Licensing

Under the new Licensing Act anyone who looks under the age of 25 years will be asked to show identification. Accepted forms of identification are: driving license or passport. Failure to produce identification will result in the refusal of service of alcohol.

Cheshire Woodland Weddings holds a music licence to 11:30pm.

Third Party Supplier

Should the customer choose to employ the services of a third party supplier, Cheshire Woodland Weddings shall require a copy of the supplier's insurance policies at least one month prior to the event. If the supplier fails to provide proof of insurance the suppliers shall not be permitted into Cheshire Woodland Weddings for the event, and Cheshire Woodland Weddings shall bear no liability to the customer. All displays/equipment must comply with statutory codes and regulations.

Catering

Outside catering via a third party supplier is allowed, however there will be a fee applied for staff clean up and waste management. The third party supplier must bring their own catering/events staff to serve and clear tables. The third party supplier must also have a meeting with our coordinators prior to Private Event Booking. Customers should confirm this with caterers prior to Private Event Booking their services.

Setting up

Access to the venue for setting up can occur on the morning on the wedding no earlier than 10am unless otherwise agreed in writing with your wedding coordinator.

Self-catering

No food or drink items must be brought in unless agreed in writing with your wedding coordinator. If agreed, a fee will be applied.

Entertainment

All entertainment companies shall provide the venue with their public liability & performers licence.

Live music performances must finish by 10:30pm latest with DJ or plug-in music allowed until 11:30pm.

Timings

Access to the venue is from one hour prior to the ceremony or reception time.

Last orders is at 11:15pm.

All guests must vacate the premises by 12 midnight.

Photos and Videos

Any photos or videos supplied to us by customers or their guests may be used in marketing, on our websites and at promotional events. It is the responsibility of the customer to warrant that such images are not subject to Copyright protection.

Cheshire Bushcraft

Age Limits

All Bushcraft Activities Participants must be 6 years or older unless agreed at the time of Booking.

Bookings

All of the Bushcraft packages must be booked in advance.

Equipment Constraints

Participants in Bushcraft Activities must not bring their own equipment unless agreed in advance.

All Bushcraft equipment required for the session will be provided by the instructor. This will be appropriate to the needs and requirements to complete the tasks set during the session. Equipment will be suitable for the age group of the session and the specific activities.

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Cheshire Cycle Hire

Lead Hirer

Lead hirer must be 18 years or older and is responsible for all riders in their party.

The lead hirer is fully responsible for all bikes and equipment, insurance cover is not included in your hire.

Proof of Lead Hirer ID with photograph is required for each booking (e.g. new style driving licence, passport) which will be kept and stored securely for the duration of the hire and will be issued back to you once all bikes and equipment are returned in the same condition at the end of the hire period as was received at the start.

Hirers are deemed to understand that cycling has inherent risks. Cheshire Cycle Hire does not accept any responsibility for death, personal injury or direct loss suffered to you or your party or third party.

Riders

All riders 18 years or older must complete a Cheshire Cycle Hire agreement.

Children under 16 must be accompanied by an adult with a maximum of 3 children per adult.

All riders will be offered a cycling helmet which should be worn and securely fastened when cycling.

Equipment

Any faults must be reported to a member of staff at the commencement of the hire period.

The hirer is deemed to be satisfied that all bikes and equipment are fit for purpose unless reported promptly.

Any damage to, or loss of, bikes and equipment, however caused will be charged.

Weight limits for child seats and trailers must be observed.

Animals are not permitted in baby trailers. A cleaning charge will be made if any animal is carried.

Returns

A charge may be made for late returns.

Cheshire Cycle Repair

Quotation Assessment

Prior to carrying out any work, our mechanic will undertake an assessment of your bicycle to determine the condition of your bicycle. We will contact you to advise of any additional work that may be required and/or parts that may require replacing in addition to the original work requested and give a verbal or written quotation for the total the cost of the work to be performed.

Cheshire Cycle Repair will not undertake any additional work or replace any parts without your consent. However, if you choose not to follow our recommendations, Cheshire Cycle Repair cannot guarantee that your bicycle will work as it should and Cheshire Cycle Repair accepts no liability for any defects arising with the bicycle as a result of not having this work undertaken.

Electric Bikes

All e-bikes that are brought in for servicing must accompanied with the battery key so our mechanics can remove the battery if required.

If the e-bike is equipped with an electronic system lock and / or tracker then these must be disabled when the bike is brought in.

Any e-Bike, that has a speed device or can go faster than 15.5 MPH with assistance is required to be registered under UK law. Cheshire Cycle repair will not knowingly work on these bikes unless the e-Bike has a number plate.

Completion of Work

Cheshire Cycle Repair will endeavour to complete any work to your bicycle within the estimated time scales provided. However, there may be times when this is not possible and time for completion of this work will not be of the essence.

Price & Payment

The price for the work (including any additional work which you have authorised us to carry out) will be as quoted to you by a Cheshire Cycle Repair mechanic.

Payment in full is required on completion of any work undertaken to your bicycle and prior to the return of your bicycle. Cheshire Cycle Repair reserves the right to retain your bicycle until you have paid in full.

Any parts specially ordered must be paid in full beforehand and cannot be returned for credit.

Removable Additional Equipment

Any removable additional equipment left on the bicycle when it is provided to Cheshire Cycle Repair are left at the customer's own risk and Cheshire Cycle Repair accepts no liability for any loss or damage to these items. Cheshire Cycle Repair recommends you remove any such items prior to repair or service. These items include, but are not limited to, lights, GPS, cycle computers, water bottles, bags and their contents, etc.

Collection of Bicycles

You must collect your bicycle within 7 days of Cheshire Cycle Repair notifying you that it is available. If you fail to do so, Cheshire Cycle Repair will provide you with a written notice (which includes email) notifying you that you have 21 days to collect your bike, failing which Cheshire Cycle Repair may sell the bicycle.

Cheshire Cycle Repair is entitled to deduct any outstanding payment due from you for the work from the proceeds of any sale of your bicycle, together with any costs of sale, and if applicable.

Parts & Labour Warranty

Subject to the remainder of this clause, all replacement parts provided by Cheshire Cycle Repair as part of this service will be guaranteed for a period of 12 months, and all labour and workmanship is guaranteed for a period of 30 days, commencing from the date of collection once works have been completed.

This warranty is subject to you:

- (a) maintaining the bicycle in accordance with the manufacturer's warranty
- (b) providing proof of purchase of the service / repair; and
- (c) allowing Cheshire Cycle Repair to carry out the repair work required.

This warranty is not valid where, in Cheshire Cycle Repair reasonable opinion, defects with the bicycle have occurred due to fair wear and tear, improper use, criminal or malicious damage, fire, theft, instances where the bicycle has been used in an incorrect manner or you have continued to use the bicycle after the defect or fault developed.

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