Dudley and West Midlands Zoological Society Limited
Castle Hill
Dudley, West Midlands DY1 4QF

Terms and Conditions of Use of a Motorised Scooter ("Scooter")

These terms and conditions are intended to ensure that your visit, and that of our other visitors, is a safe and pleasurable one. Please remember that (a) Dudley Zoo can be very busy and consideration should always be shown to other visitors; and (b) the site is very hilly and due care and attention should be paid at all times whist using the Scooter on site.

1. You must use the Scooter issued to you in a safe and proper manner and strictly within the guidance/training as provided to you prior to you being allowed to use it on the site. If at any time any member of staff of Dudley Zoo has reason to suspect that you are using the Scooter in an inappropriate or dangerous manner, including in a way that may alarm or distress the animals, we reserve the right to remove your right to use the Scooter and return it to the Safari Shop without refund of the usage fee.

2. Dudley Zoo is not obliged or required to provide you with a Scooter and reserves the right, at its sole discretion, to refuse to hire you a Scooter. Dudley Zoo may refuse to hire you a Scooter for any reason which may include, but not be limited to, lack of availability of a working Scooter, reason to believe you are under the influence of alcohol, non-prescribed medication, or solvents, the site being too busy for the Scooter to be safely operated or conditions being such that use of a Scooter is deemed dangerous. Should Dudley Zoo refuse to let you hire a Scooter, they are under no obligation to provide a reason for having done so.

3. You must be over 18 years old to hire and use a Scooter. Dudley Zoo reserve the right to refuse to either offer a Scooter for hire, or to remove your right to use the Scooter and return it to the Safari Gift Shop without refund of the usage fee should they have reason to believe you are under the age of 18 years.

4. Use of the Scooter is strictly limited to the designated areas as indicated to you upon receipt of your Scooter. You shall not use the Scooter to go beyond any barriers or into any areas not open to the general public. Any use outside of the grounds, including on the car park and any public roads, will be reported to the police and any liability for harm, loss or damage caused to yourself, property or any third party shall be borne solely by you. Dudley Zoo does not accept any liability for use of the Scooter outside the scope of these terms and conditions.

5. The Scooter must not be used to carry, babies, children or animals.

6. Do not attempt to load or request that staff members assist you in loading scooters into the wheelchair carriage on the land train. These vehicles are very heavy and can easily cause injury to any persons attempting to lift them. Should you have an issue with a broken down scooter, please contact us on the numbers listed below for assistance.

7.Only the registered person is entitled to use the Scooter. Family and friends are not to return the Scooter on their behalf. In the event of an accident or emergency, please contact Dudley Zoo and inform them of where the Scooter is and who the key has been left with.

8. If you leave the Scooter unattended at any time, always ensure that you remove the key and keep it with you. Failure to do so will result in the Scooter being returned to the Safari Shop by Dudley Zoo staff without refund of the usage fee. Any liability for harm, loss or damage that arises as a result of you leaving the Scooter unattended without removing the key shall be borne solely by you.

9. If you get into difficulty whilst using the Scooter on site, please contact us on 01384 215315 or 01384 215313 and we will endeavour to get to you and assist you as soon as possible.

10. Customers must report all accidents/ incidents or near misses, no matter how small, to Dudley Zoo staff on their return to the Safari Shop.

11. For your own safety and that of other visitors of Dudley Zoo please ensure that you travel at an appropriately slow speed, particularly when travelling through busy and congested areas and near to animals that may be alarmed by the Scooter. Remember that pedestrians often stop and change direction without warning; you will need to keep a safe distance from them in order to use the brake in good time to avoid a collision. You shall be liable for any harm, loss or damage to any property or person as a result of your failure to abide by this rule.

12. Always give a wide berth when turning corners and ensure that you monitor your speed when travelling down hill.

13. Bags of any kind must not be carried over the handle bars of the Scooter as this can interfere with the vehicle controls and is therefore, very dangerous.

14. You must return the Scooter in the same condition as when issued. Repairs to vehicles damaged through misuse will be invoiced to you.

15. In the event that the Scooter suffers a working fault during your use which is not caused by your misuse of the Scooter in breach of these terms and conditions, we shall either exchange the faulty Scooter for a replacement Scooter or, if no replacement Scooters are available for use, refund the hire sum paid by you. This shall be the full extent of our liability in such circumstances.

16. Save for liability for death or personal injury caused by the negligence of Dudley Zoo or its staff, Dudley Zoo shall not be liable for any injury, harm or damage to you, property or any third person, that is as a result of your misuse of the Scooter or any use of the Scooter in breach of these terms and conditions.

17. The Scooter must be returned at the time stipulated at the time of collection to ensure that the next customer is not inconvenienced. Scooter loaned for full days or for afternoons only is to be returned by 4.00pm during summer opening hours, and 3.00pm during winter opening hours in order for it to be cleaned and charged in preparation for the following day.

18. These terms and conditions, and any dispute arising from them shall be governed by and construed in accordance with the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any such dispute.

Please sign below to confirm that you have read and understood the terms and conditions within which the Scooter is provided to you by Dudley Zoo.

Signature……

Name……

Date……

July 2024

DUDLEY AND WEST MIDLANDS ZOOLOGICAL SOCIETY LIMITED

VISITOR REGISTRATION AND DECLARATION FORM
To be completed by all visitors who wish to hire a motorised scooter ("Scooter")

PLEASE SUPPLY AS MANY DETAILS AS POSSIBLE AND COMPLETE IN BLOCK CAPITAL LETTERS	
First Name(s) :	
Surname :	
Address:	
Postcode :	
Home Telephone :	**Mobile Telephone :**
E-Mail :	
Date of Birth :	

DECLARATION

I confirm that on today's date, as far as I am aware I do not have any condition which would impair my ability to safely operate the Scooter, e.g. Epilepsy, limited sight etc. I will inform Dudley Zoo immediately in the event that I become aware of any change in my condition that might affect my ability to safely operate the said Scooter and agree to undertake a new assessment. I have read, understood and agreed with the Terms and Conditions of Use of a Motorised Scooter and agree that I have received adequate training and/or guidance from Dudley Zoo in the use of the Scooter. I also undertake to report any accidents (no matter how minor they appear) which occur whilst I am using this Scooter.

***IMPORTANT NOTICE* THE MAXIMUM WEIGHT FOR SCOOTER USE IS 21 STONE**

Visitor Signature: ……

Dudley Zoo Staff Signature: ……

Date: …… **Time : ……..**

DATA PROTECTION: In compliance with GDPR Regulations please note the details you have supplied to us will not be passed on to any third party and only be retained for the relevant period.