



Conditions of Use

UCC CampusBike is a demonstration project supported by the Department of Transport's Smarter Travel fund.

Article 1 – Purpose of the UCC CampusBike scheme:

- 1.1 UCC CampusBike scheme is a service ('the service') offered by University College Cork ('UCC') and operated to provide access to self-service hire bicycles ('the bike(s)').
- 1.2 The scheme is operated by UCC Buildings and Estates ("Operator"), with its Commuter Plan Manager being the Administrator.
- 1.3 UCC CampusBike contact details:
University College Cork
Buildings and Estates
College Road, Cork
021-490 3945 commuting@ucc.ie

Article 2 – Structure of the CampusBikes Service:

- 2.1 The service consists of a network of stations ('the station(s)'). These are designated stands for the bikes in the vicinity of a staffed UCC reception desk.
- 2.2 **CampusBike stations** are in the following locations:
 - Main Campus (Reception Centre at College Road entrance)
 - Brookfield (Visitor undercroft car park,) **forthcoming**
 - Western Gateway forthcoming (Western end, at ESB substation) **forthcoming**
 - Environmental Research Institute (ERI, Lee Road), (entrance door)
 - North Mall forthcoming (TBC) **forthcoming**These bicycle racks are designated and reserved for *CampusBike* bicycles only.

Article 3 – Availability of the CampusBikes Service:

- 3.1 The UCC CampusBike scheme is available to all UCC members of staff. The service is free of charge. In order to access the service, the user must first sign-up to the scheme (Registration).
- 3.2 The bikes will be available for use in general Monday to Friday, between 8.00 and 20.00 hrs., on an hourly basis.
Outside these hours the bikes can be used by special arrangement with the Operator.
- 3.3 The bikes can be booked in advance through the UCC website (forthcoming), or can be collected for instantaneous use from the stations (subject to availability).
- 3.4 The bikes must be returned to the same station where they were collected from.

Article 4 – Access to the Service

- 4.1 To become a CampusBike User, any member of UCC staff can register for the service by filling in and signing the Registration form. The form shall be sent to the Operator along with a photocopy of the user's UCC staff ID card.
The user's details will be confirmed by UCC Human Resources.
- 4.2 The bikes can be collected from one of the CampusBike stations. The key for the anti-theft lock will be collected at the local reception desk, allocated to the CampusBike station. Users are requested to present their UCC staff ID to the reception staff.
- 4.3 The bike needs to be returned to the same station and properly locked to the designated bike stand. The key shall be returned to the reception desk, where it had been collected from.

Articles 5 and 6 – -- BLANK --

Article 7 – User Obligations

- 7.1 The User undertakes to use the service as would any reasonable prudent, responsible and informed individual, and in accordance with these Conditions of Use.
- 7.2 The User is responsible for the bike hired and must make every effort to avoid damage to the bike or its destruction or disappearance.
- 7.3 The User undertakes to hire and return the bike within the maximum authorised continuous period of use (12 hours). The User accepts in advance that any failure to abide by this obligation may result in sanctions, e.g. the User's exclusion from the scheme.
- 7.4 If any use of the bike in contravention of the provisions of Article 7.1 above is observed, the User undertakes to return the bike immediately at the request of the Operator or the Operator's representatives
- 7.5 The User undertakes to inform the Operator as swiftly as possible of the loss, theft, accident or any other problem in relation to the use of either a bike or the anti-theft lock's key, no later than 22.00 hrs on the day of occurrence of said event, on the following telephone number: UCC General Services 021-490 2265 (-2266 after hours). In any event, the bike shall remain under the responsibility of the User in accordance with the terms of Articles 7.2 and 9.1.
- 7.6 As CampusBikes is a demonstration project supported by the Department of Transport's SmarterTravel programme, the Users are kindly requested to fill in a brief log questionnaire after every use of the bikes, for reasons of the project's evaluation.

Article 8 – Restrictions on the use of the CampusBikes Service

- 8.1 The bike remains at all times the property of UCC. The User is expressly forbidden to allow any third party to use the bike in any way whatsoever, whether for free or against consideration

- 8.2 The User is authorised to use the bike in accordance with the terms hereof, provided that such use is reasonable, which excludes the following:
- any use contrary to the provisions of the Rules of the Road and current traffic regulation
 - any use on land or under conditions that are likely to damage the bike
 - the transportation of any passenger under any circumstances
 - any use of the bike causing a danger to the User or to third parties
 - any dismantling or attempt to dismantle all or part of the bike, and
 - more generally, any abnormal use of a bicycle
- 8.3 The service is not accessible to minors (under the age of 18), whether they are accompanied or not.
- 8.4 The bike can take a load of up to 120kg and the carrier can take a load of up to 10kg.
- 8.5 Any goods carried by Users, either on their person, on the bike or in the basket / carrier, are carried at the risk of the User. The same applies to damage to or soiling of Users' clothing caused by usage of the bike.
- 8.6 The bikes are provided as a service for communal use. They shall only be booked by any one User if they actually use the bike. Continuous block-booking of bikes will be deemed abuse of the service and sanctions to the User may apply.

Article 9 – User Liability and Declarations

- 9.1 The User is fully and solely liable for any damage caused by the use made of the bike during the period of use, including when this period exceeds the maximum authorised continuous period of use in the event of late return by the User.
- 9.2 The User declares him-/herself capable of using a bike and physically fit to do so.
- 9.3 Since the User is liable for the bike, prior to using the bike, he/she must carry out a basic check of the main visible working parts, in particular, but not limited to:
- That the saddle, pedals and basket are properly fixed
 - That the bell, brakes and lights function properly
 - That the frame and the tyres are in good condition (e.g. sufficient air pressure)
 - That the anti-theft lock is in place

In the event that the above criteria are not met, the User must make the Operator aware of any issues (to be done through the local reception at the bike station).

While the Operator makes any reasonable effort to keep the bike in a good and safe working condition, it is up to the User to decide whether the present condition of the bike allows its safe use.

- 9.4 The User is also advised to:
- Adapt braking distance to weather conditions
 - Adjust the height of the saddle correctly
 - Wear an approved helmet and suitable clothing
 - Obey the Rules of the Road and traffic regulations in force at the time of using the service.

- Use the light equipment provided at times of darkness.
- Check that the bike, in particular the saddle, is clean before use

9.5 The User is not insured by the Operator to use CampusBike and the User does so entirely at his/her own risk. It is advised that Users take out their own public liability insurance if they do not have such a policy already in place.

Article 10 – Penalties

10.1 UCC CampusBike is a pilot scheme for UCC staff with its operation based on mutual cooperation, responsibility and trust. In cases of non-compliance with the Conditions of Use, e.g. continuous late return of a bike, severe damage to or complete loss of a bike or loss of the anti-theft lock or its key, however, the Operator reserves the right to impose sanctions on the individual User.

10.2 In cases of damage or loss this may result in charges up to the full value of the bike or lock respectively or cost of replacement of a key.

Article 11 – BLANK

Article 12 – Modification of the Conditions of Use

The here present Conditions of Use can be altered or replaced by new conditions at the Operator's discretion. Users will be informed accordingly. A User's consent with the alterations will be deemed given unless the User objects in writing within 4 weeks.

Article 13 – Communications from *CampusBikes*

- 13.1 Users will be contacted by CampusBikes either by telephone or e-mail, as per their contact details submitted at the time of the subscription.
- 13.2 The CampusBikes operator will not give user contact details to third parties outside UCC, unless due to legal obligation (e.g. in case of an accident).

UCC, Buildings and Estates
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