

Conditions of Use

About the UCC E-Bike Trial

The UCC E-bike trial is a demonstration project supported by the Green Campus Programme. The objective of the project is to provide staff (users) with E- bikes for a trial period, allowing the individual staff member to determine if an E-bike is a suitable method of travel for commuting to/ from work. With the reduction in traffic levels over the last few months many city authorities are looking at building back better cities post lockdown while many of us have noticed the cleaner air and reduced traffic pollution around our locality. For UCC it is estimated that 21% of our annual carbon emissions can be attributed to staff and students commuting to/ from the University and it is predicted that the reduced commuting levels will reduce our carbon footprint by 8% for 2020.

Terms and conditions:

By signing up to the trial scheme the user accepts the following terms and conditions.

1. The trial scheme is available to all UCC members of staff. The service is free of charge but requires a refundable deposit of €50, paid for when collecting the bike.
2. The trial period will commence on Monday 29th June and run on Mondays from 10.00 hrs to Friday to 14.00 hrs. thereafter.
3. Users will be allocated a specific week during the trial period.
4. E-bikes will be collected by Users from the Cork Bike Shed @ corkbikeshed@gmail.com. Users should ensure that the battery is in a reasonably charged state before returning the bike for the next users.
5. The User undertakes to use the service as would any reasonable prudent, responsible and informed individual, and in accordance with these Conditions of Use.
6. 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. The User undertakes to hire and return the bike within the maximum authorised continuous period of use.
8. 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.
9. 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.
10. 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
11. 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
12. The service is not accessible to minors (under the age of 18), whether they are accompanied or not.
13. The e-bike can take a load of up to 120kg.
14. Any goods carried by Users, either on their person, on the bike are carried at the risk of the User. The same applies to damage to or soiling of User's clothing caused by usage of the bike.
15. 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.
16. The User declares him-/herself capable of using a bike and physically fit to do so.
17. Since the User is liable for the bike, prior to using the bike, he/she must carry out a basic check of
- a. the main visible working parts, in particular, but not limited to:
 - b. That the saddle, pedals etc are properly fixed
 - c. That the bell, brakes and lights function properly
 - d. That the frame and the tyres are in good condition (e.g. sufficient air pressure)
 - e. That the anti-theft lock is in place
18. In the event that the above criteria are not met, the User must make the Operator aware of any issues.
19. While the Operator makes any reasonable effort to keep the bicycles in a good and safe working condition, it is up to the User to decide whether the present condition of the bicycle allows its safe use.
20. The User is also advised to:
- a. Adapt braking distance to weather conditions
 - b. Adjust the height of the saddle correctly
 - c. Wear an approved helmet and suitable clothing
 - d. Obey the Rules of the Road and traffic regulations in force at the time of using the service.
 - e. Use the light equipment provided at times of darkness.
 - f. Check that the bike, in particular the saddle, is clean before use
21. The User is not insured by the Operator to use E-bike 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.

22. UCC E-Bike 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.
23. 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.
24. The User will complete a short induction when collecting the E- bike on the operation of the E-bike, including instructions on the use of the battery operation and method of charging