

1. PURPOSE OF THE dublinbikes SERVICE

1.1 dublinbikes is a public service ("The Service") offered by the City of Dublin ("the City") and operated under concession by JCDecaux Ireland Ltd ("The Provider") to provide access to self-service hire bicycles ("the bike(s)").

1.2 dublinbikes CONTACT DETAILS

dublinbikes
JCDecaux Ireland Ltd
Unit 2, Naas Road Industrial Park
Old Naas Road
Dublin 12
D12 A242

- Telephone: 1850 777 070
- Email via the website www.dublinbikes.ie
- Website: www.dublinbikes.ie

2. STRUCTURE OF THE dublinbikes SERVICE

2.1 The Service consists of a network of stations ("the station(s)"), each comprising a central terminal ("the terminal") and attachment stands ("the stand(s)") for the bikes providing The Service. Please note that it cannot be guaranteed that at any given time a particular station will have either bikes or vacant stands available.

2.2 For short term subscribers to The Service, a credit card enabled terminal allows them to buy a 3 Day Ticket for use of The Service by means of an automated electronic payment screen and keypad.

All terminals enable a subscriber to:

- select a bike and to obtain an extra 15 minutes of free use if on returning the bike, the station is fully occupied.
- consult the occupancy status of nearby stations.
- obtain information about The Service.

For annual subscribers to The Service, a terminal also allows them to:

- log in and select a bike using a screen, a keypad and a smart card reader.
- access their recent rental charges account information.

2.3 Each stand accommodates one bike and is numbered for the purposes of identifying and selecting a bike.

3. AVAILABILITY OF THE dublinbikes SERVICE

3.1 In order to access The Service, the subscriber must be in possession of a 3 Day Ticket, an Annual Card or an associated smart card (e.g. Leap Card). The pricing structure is set out in Clause 6.

3.2 The 3 Day Ticket is valid for a maximum of three consecutive days, running from the moment the operation is accepted by the bank of the credit card holder.

3.3 The Annual Card is valid for a period of one year and is renewed automatically unless cancelled. Not to Renew (NTR) requests are only

accepted in writing or via the website dublinbikes.ie prior to the renewal date.

3.4 The following three conditions apply to both the 3 Day Ticket subscription and the Annual Card subscription:

3.4.1 During the validity period, the subscriber may only use The Service for a maximum of 24 consecutive hours ("the Maximum Authorised Continuous Period of Use"). In the event of any dispute in relation to the Period of Use of the bike by the customer, the data issued by The Service's computer server will prevail. The first half hour of every journey is free of charge.

3.4.2 Subject to the number of bikes available at each station, The Service is accessible twelve months a year, seven days a week between the hours of 5am and 12.30am, without interruption, except in cases of force majeure, operational reasons or a change in law affecting The Service. In this context, a change in law includes, without limitation, a change in law by virtue of Common Law, Statute, Statutory Instrument, Proclamation, Bye-law, Directive, Decision, Regulation, Rule, Order, Notice, Code of Practice, Code of Conduct, Rule of Court, Instruments, or delegated or subordinate legislation.

3.4.3 The City and The Provider reserve the right to refuse or suspend access to the scheme without refund.

4. HOW TO ACCESS THE SERVICE

4.1 MEANS OF ACCESS

4.1.1 HOW TO SUBSCRIBE TO A dublinbikes 3 DAY TICKET

(1) To purchase a 3 Day Ticket, the customer chooses the "Subscribe" option on a credit card enabled terminal, then selects "3 Day Ticket";

(2) The customer reads and confirms the transaction details;

(3) A prompt on the terminal screen asks the customer to read and accept the Terms & Conditions of The Service by pressing "V" or "OK" on the keypad. If the Terms & Conditions are not accepted, the customer cannot complete the transaction;

(4) The customer inserts a credit card into the card reader and keys in the corresponding PIN, thereby giving The Provider (after authorisation from the credit card provider), a preauthorisation debit amount of €150 for a maximum duration of 30 days. After the expiry of the 3 Day Ticket subscription period, the cost of the subscription for the 3 Day Ticket and any rental charges incurred are debited.

Please note that Visa or MasterCard credit cards are accepted, however prepaid credit cards, debit cards and cash do not meet the payment criteria of The Provider and should not be used. The Provider is not responsible for any consequences, financial or otherwise, which may arise from the use of payment methods which do not meet the payment criteria of The Provider.

(5) The customer creates a four digit PIN Code ("the dublinbikes PIN Code") which is strictly personal and confidential and can be re-used throughout the entire period of validity of the dublinbikes subscription.

(6) A 3 Day Ticket is issued showing the date and time of the transaction, the amount pre-authorised for debit, the expiry date of the subscription and

the subscriber number. This service is only available at stations with credit card terminals. Not all stations have credit card terminals. A full list of stations and the availability of credit card terminals can be found on the dublinbikes website.

4.1.2 HOW TO SUBSCRIBE TO A dublinbikes ANNUAL CARD

(1) To subscribe to an Annual Card, a customer must visit the dublinbikes website. There are two methods of payment available.

(2) An application form can be completed online with the customer's credit card or debit card details for payment of the subscription, any applicable rental charges (debited monthly) and pre-authorisation for a flat rate penalty fee of €150, should the bike not be returned within 24 hours. The credit card used to subscribe must be valid for at least a further 30 days from the date of subscription.

(3) Alternatively, an application form can be completed online and the customer can elect to pay by direct debit. The customer will need to print the debit authorisation form. This form, along with proof of address and parental authorisation for customer(s) below 18 years (but over 14 years) must be posted to the dublinbikes postal address listed above.

(4) During the subscription process, the customer will be prompted to choose the type of card they wish to associate with their new dublinbikes account. If a dublinbikes Annual Card is chosen, a new valid card will be issued after confirmation of the registration and authorisation of the direct debit or the successful completion of the online credit card subscription process.

If an alternative card is chosen (e.g. Leap Card) during the subscription process, an email will be sent detailing how the customer can complete the card association process at any dublinbikes terminal. All other details will remain the same. This associated card will become the user's Annual Card.

The dublinbikes Annual Card must be activated at a terminal within 60 days of issue. The temporary code issued on subscribing only lasts for two weeks. A fee of €5 is chargeable for the re-issue of a card.

(5) The subscription is valid for one year. The subscription renews automatically each year unless cancelled by the Subscriber. Please note that provision of incomplete addresses may result in extra administration and delivery charges.

(6) The rental charge corresponding to the use made of The Service is debited at the end of each month whether the subscriber has subscribed by credit/debit card or by direct debit. The Provider retains the right to postpone charges for up to 180 days where amounts are negligible.

(7) Customers are required to enter their contact details accurately when registering and to keep these and their bank details up to date at all times via the dublinbikes website at www.dublinbikes.ie. Failure to do so can result in additional charges.

4.2 HIRING A BIKE

4.2.1 HIRING A BIKE FOR HOLDERS OF A dublinbikes 3 DAY TICKET

(1) The subscriber enters their subscriber number (shown on the dublinbikes 3 Day Ticket) on the terminal keypad.

- (2) The subscriber enters their dublinbikes PIN on the terminal keypad. A prompt asks the subscriber to choose the bike they wish to use by means of the stand number to which the bike is attached.
- (3) The subscriber has 60 seconds in which to press the button on the chosen bike stand and a further five seconds to remove the bike. Two beeps are emitted and the green light extinguishes or flashes when the lock is released. After 60 seconds, the bike stand locks again automatically and the subscriber must repeat the process.

4.2.2 HIRING A BIKE FOR HOLDERS OF A dublinbikes ANNUAL CARD

The subscriber swipes their Annual Card over the dublinbikes card reader on the terminal and follows the process outlined in 4.2.1.

4.3 TO RETURN A BIKE

- (1) The subscriber must correctly attach the bike to a vacant bike stand. Two beeps are emitted and the light on the bike stand goes green, confirming that the bike has been replaced properly and the Period of Use has been terminated. Failure to correctly follow this process will mean that the bike return operation will not be registered by The Service. To ensure that the bike is correctly in position, the subscriber must check that the light on the stand is showing continuous green and not flashing or displaying any other colour. In the event of any issues with returning a bike correctly, the subscriber should try an alternate stand. If this is unsuccessful, the subscriber must contact the dublinbikes call centre on 1850 777 070.
- (2) If the station chosen does not have an available bike stand, the subscriber can obtain additional time credit of 15 minutes by swiping their Annual Card over the dublinbikes card reader and entering the PIN code. 3 Day Ticket subscribers can obtain the additional time credit of 15 minutes by entering their subscriber number on the keypad, followed by their PIN code. The terminal will then give the subscriber information about the nearest station(s) with available stands.
- (3) Subscribers can confirm if a bike is still out on their account by logging onto a terminal as described in 4.3 (2) above. Printed receipts confirming the return of a bike are available from credit card enabled terminals within 15 minutes of a successful bike return.

4.4 SUBSEQUENT USE

- (1) After returning a bike to a station, The Service can be used again after a five minute interval.
- (2) The bike hire and return procedures are then identical to those set out in 4.2 and 4.3 respectively.

5. dublinbikes SERVICE SUBSCRIBERS

- 5.1 dublinbikes Annual Card and 3 Day Tickets and their associated PIN Codes are strictly personal and entitle only the subscriber to hire, use and return a bike under the Terms & Conditions set out in this document.
- 5.2 The Service is accessible, subject to the provisions of 4.1 above and Clauses 8 and 9 below, to holders of the following cards:
 - (a) a standard credit/debit card issued by a banking establishment affiliated to the Visa or MasterCard network, with a microchip that meets EMV standards.

- (b) dublinbikes tickets, associated smart card (e.g. Leap Card) or cards issued by The Provider.

6. COST AND MEANS OF PAYMENT

6.1 TICKETS

- (1) The cost of the 3 Day Ticket is displayed on the website and is debited in addition to any rental charges incurred as set out in Clause 6.2.
- (2) The cost of holding an Annual Card is displayed on the website and is debited in addition to the cost of any rental charges incurred as set out in Clause 6.2.
- (3) For 3 Day Tickets, payment of the amount due by the subscriber is made after the expiry of the maximum validity period, by charging the credit card used to take out the subscription, under the conditions set out in Clause 4. The total amount due, including the subscription charge and any rental charges incurred over the validity period, will be debited in a single operation in the five working days following the expiry of the subscription.
- (4) For Annual Cards, payment of the amount due by the subscriber is made by either credit/debit card or direct debit. In the case of credit/debit cards, the subscription charge is debited at the time of subscription. Direct debit subscribers will have their subscription debited after the subscription is confirmed. Rental charges incurred will be debited at the end of each month, either from the subscriber credit/debit card or by direct debit. When subscribers update their credit/debit card details, their card provider may apply a preauthorisation fee, usually €2, in order to validate the card. This is a preauthorisation which is released within a few days and is not a charge. Failure to update credit/debit card details in good time may result in a temporary loss of service. In order to access The Service, the Subscriber must maintain a method of payment at all times which meets The Provider's requirements including Visa Verify or MasterCard Secure Code where appropriate.

6.2 CHARGES

SUBSCRIPTION FEES					
ANNUAL CARD €25			3 DAY TICKET €5		
A guarantee of €150 is required					
RENTAL CHARGES					
First ½ hour	Up to 1 hour	Up to 2 hours	Up to 3 hours	Up to 4 hours	Every extra ½ hour
FREE	€0.50	€1.50	€3.50	€6.50	€2

All amounts include VAT at the standard rate. If a bike is not returned within 24 hours it is considered to be missing. The Provider debits the flat rate penalty fee of €150 and dublinbikes will seek the return of the bike.

- 6.3 The subscriber must pay the charge for The Service in accordance with the table set out above for the period The Service is used (the "Period of Use"). Every Period of Use which has begun over and above the initial half hour is charged in full notwithstanding that the Period of Use may only have included a portion of that period.
- 6.4 The prices indicated in this document are valid as from 15th February 2017 and may be modified at any stage without prior notice. The subscription fee is charged in full in all cases and any outstanding fees will be recovered from the subscriber account. Individuals are not allowed hold multiple accounts.

7. SUBSCRIBER OBLIGATIONS

- 7.1 The subscriber undertakes to use the dublinbikes Ticket or Card for the sole purpose of identification at the station or to The Provider, and for hiring a bike.
- 7.2 The subscriber undertakes to use The Service as would any reasonably prudent, responsible and informed individual, and in accordance with these Terms & Conditions.
- 7.3 The subscriber is responsible for the bike hired and must make every effort to avoid damage to the bike or its destruction or disappearance.
- 7.4 The subscriber undertakes to hire and return the bike within the maximum authorised continuous Period of Use (24 hours). The subscriber accepts in advance that any failure to abide by this obligation will entitle The Provider to debit a flat rate penalty of €150.
- 7.5 If any use of the bike in contravention of the provisions of Clause 7.2 above occurs, the subscriber undertakes to return the bike immediately at the request of The Provider or by representatives of The Provider.
- 7.6 The subscriber undertakes to inform The Provider or The Provider's representatives as swiftly as possible of the loss, theft, accident or any other problem in relation to the use of either a bike or the dublinbikes ticket or card associated with a dublinbikes subscription and/or bike. The subscriber is obliged to ensure that this happens no later than 24 hours following the occurrence of said event, on the following telephone number: 1850 777 070. In any event, the bike shall remain under the responsibility of the subscriber in accordance with the terms of Clauses 7.3 and 9.1.

8. RESTRICTIONS ON THE USE OF THE dublinbikes SERVICE

- 8.1 It is forbidden for the subscriber to lend, hire or transfer a dublinbikes Ticket or Card, which remains the property of The Provider, and/or to use it for any other purpose than those set out herein. Any breach of these Terms & Conditions can result in suspension of the account. Any dublinbikes 3 Day Ticket that is lost or rendered impossible to use shall not be refunded. An Annual Card that is lost or rendered impossible to use must be reported to The Provider. A new card will be issued subject to a €5 administration charge. Subscriptions are automatically suspended as soon as the outstanding amount on the dublinbikes account (subscription, rental charges and/or penalty fees) reaches €65. This threshold is subject to change without notification.
- 8.2 The bike remains at all times the property of The Provider. The subscriber is expressly forbidden to allow any third party (except where the subscriber has subscribed in the capacity of legal guardian to a child) to use the bike in any way whatsoever, whether for free or against consideration.
- 8.3 The Service is also accessible to children between the ages of 14 to 18. Their subscriptions (dublinbikes Ticket or Card) must be taken out by their legal guardian or under the liability of this Clause and in accordance with Clause 8.5 below.
- 8.4 The subscriber 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 regulations;
- 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 subscriber or to third parties;
- any use of the bike for commercial or promotional purposes without the prior written consent of both the City and The Provider;
- any dismantling or attempt to dismantle all or part of the bike, and more generally, any abnormal use of a bike.

Disabling of a bike in a station by use of a personal lock or by locking another dublinbike to it is prohibited. To do so will incur additional charges and possible suspension of the account.

- 8.5 The Service is not accessible to children under the age of 14, whether they are accompanied or not. Like any other user of The Service, a person over the age of 14 must have a valid subscription.
- 8.6 The bike can take a total load of up to 120kg and the basket can take a load of up to 8kg.
- 8.7 Any goods carried by subscribers, either on their person, on the bike or in the basket are carried at the risk of the subscriber.
- 8.8 Damage to or the soiling of a subscriber's clothing or property while using The Service is at the risk and cost of the subscriber.
- 8.9 The use of dublinbikes images for commercial purposes must be authorised in advance in writing by The Provider and fees may apply.
9. SUBSCRIBER LIABILITY AND DECLARATIONS
- 9.1 The subscriber 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 subscriber.
- 9.2 The parents or legal guardians of any minor with a subscription to The Service will be held liable for any damage caused directly or indirectly by the minor as a result of using The Service.
- 9.3 Any hire period in excess of 24 hours (running from the time of the bike's removal) will be considered as a case of disappearance until the bike is found.
- 9.4 In the event of the disappearance of a bike for which he or she is liable, subscribers are obliged to inform The Provider of this disappearance on 1850 777 070 immediately, but in any event within 24 hours of the initial hiring of the bike and to register the theft with An Garda Síochána within 24 hours. The subscriber is fully and solely responsible for ensuring that the Provider is supplied with a copy of the Garda report.
- 9.5 In the event of an accident and/or incident involving the bike, the subscriber is under obligation (see Clause 7.6) to inform The Provider of the facts within the period stipulated above, on the telephone number quoted above. The subscriber remains liable for the bike until such time as it is locked in a stand or handed over in person to a representative of The Provider.
- 9.6 The subscriber declares themselves capable of using a bike and physically fit to do so.

9.7 Prior to using the bike, the subscriber 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 and the tyres are adequately inflated;
- that the anti-theft lock is correctly positioned in its coil in the basket and the key is in place.

In the event that any of the above criteria are not met, the subscriber must make The Provider aware of any issues.

9.8 The subscriber is also advised to:

- adapt braking distance and speed to account for variations between bikes and for varying road and 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 (e.g. respecting traffic lights, not cycling on footpaths, Luas lines, etc.);
- check that the bike, in particular the saddle, is clean and safe before use.

9.9 The subscriber will take appropriate precautions when using the coiled locking device to avoid uncontrolled recoil by keeping one hand on the locking pin at all times while locking or unlocking the bike.

9.10 You are not insured by The Provider to use dublinbikes and you do so entirely at your own risk. It is advised that you take out your own public liability insurance if you do not have such a policy already in place.

10. PENALTIES

10.1 At the start of each period of validity the subscriber authorises The Provider to request the debit of a maximum flat rate amount of €150 to be used in the event of damage, fraudulent use and/or disappearance of the bike for which the subscriber is liable.

10.2 If it is found that the subscriber has failed to abide by their obligations under these Terms & Conditions, the corresponding penalties (see Clause 10.3) are payable on The Provider's first request.

10.3 The nature and/or amount of the penalties payable to The Provider by the subscriber in the event of a contractual failing on the part of the subscriber are as follows;

- (1) disappearance of the bike in contravention of Clause 7.4: €150;
- (2) repair or damage to the bike attributable to the subscriber: penalty according to the degree of damage to a maximum of €150;
- (3) loss or damage to the anti-theft lock and/or the associated key. Keys must be returned to The Provider within 7 days or these charges apply: €20;
- (4) penalties may be charged for the recovery of bikes: €20;
- (5) any other penalties as may reasonably be applied by The Provider, subject to a maximum of €150. Use of the anti-theft lock to secure the bike is at the risk of the subscriber. Subscribers must check that the key is present before use, as charges will apply if used without the key. Bikes must be locked securely to a fixed object. In the interest of The Service and at The Provider's sole discretion, unattended bikes whether locked or not, may be recovered at any time, restricting the Subscribers

access to The Service for a period and charges may apply.

11. DISPUTES

These Terms & Conditions are subject to Irish Law. Any dispute arising from the performance and consequences thereof shall be brought before the Courts of Ireland, to which the parties expressly attribute jurisdiction, including in the event of summary judgements, introduction of third parties or numerous defendants.

Any issues or incidents must be reported to dublinbikes within three months of their occurrence, otherwise they cannot be entertained. Any lost property items must be collected within three months of recovery or they may be disposed of by dublinbikes.

12. MODIFICATION OF THE TERMS & CONDITIONS

Subscribers will be systematically informed of any modification to these Terms & Conditions by display on dublinbikes terminal screens and on the website.

13. COMMUNICATIONS FROM dublinbikes

Annual Card subscribers will be contacted by dublinbikes either by telephone or email as per the contact details supplied. They will only be contacted in relation to their subscription and The Service. dublinbikes will not give subscriber contact details to third parties. The dublinbikes Call Centre will only deal directly with the subscriber and will not deal with a third party. This includes spouses, partners and family. Please bear this in mind if using your credit card or bank account to pay for a third party subscription.

14. SUSPENSION OR TERMINATION OF SUBSCRIPTION BY dublinbikes

dublinbikes may, at our sole discretion, without limitation and without notice, limit, interrupt, suspend or cancel your subscription for any reason. This includes, but is not limited to;

- any conduct we believe violates these Terms and Conditions
- your failure to have or maintain an adequate account balance
- if you behave in an abusive, derogatory, aggressive or similarly unreasonable manner with any of our staff or agents or create a disproportionate drain on resources
- if we have reason to believe that your account is being used by others, or for an unlawful purpose or in a way that may adversely affect our Service.

15. DATA PROTECTION

In order to register with dublinbikes, subscribers will be required to provide personal data (as defined in the Data Protection Acts 1988 and 2003). Any information supplied will be treated strictly in accordance with the Data Protection Acts 1988 and 2003. The current Privacy Policy is available on www.dublinbikes.ie

At no time will information be disclosed to any other third parties, unless in accordance with the Law. Personal data may be anonymised and used for statistical purposes.

The Provider will ensure that adequate contractual and technical safeguards are in place to protect personal data and that any use of personal data is done in accordance with applicable laws.