

GENERAL CONDITIONS OF ACCESS AND USE OF THE *dublinbikes* SERVICE

▪ ARTICLE 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:

- Postal address:
dublinbikes
JCDecaux Ireland Ltd
Unit 2, Naas Road Industrial Park
Naas Road
Dublin 12
- Telephone: 1850 777 070
- Email via the website www.dublinbikes.ie
- Website: www.dublinbikes.ie

▪ ARTICLE 2 - STRUCTURE OF THE *dublinbikes* SERVICE

2.1 The service consists of a network of stations ("the station(s)"), each comprised of a central terminal ("the terminal") and attachment stands ("the stand(s)") for the bikes providing the service .

2.2 A terminal can perform a number of functions:

- for short term subscribers to the service a terminal allows them to:
 - buy a 3 Day Ticket for use of the service by means of an automated electronic payment screen and keyboard (14 terminals are credit card enabled to provide this function).
- all terminals enable a short term subscriber to:
 - select a bike,
 - on returning a bike, to obtain an extra ¼ hour of free use if the station is fully occupied,
 - consult the occupancy status of nearby stations,
 - obtain information about the service.
- for long term subscribers to the service a terminal allows them to:
 - log in,
 - select a bike using a screen, a keyboard and a smart card reader (the ***dublinbikes*** card reader),
 - access their customer account information,
 - on returning a bike, to obtain an extra ¼ hour of free use if the station is fully occupied,
 - consult the occupancy status of nearby stations,
 - obtain information about the service.

2.3 Each stand accommodates one bike; stands are numbered for the purposes of identifying and choosing a bike.

ARTICLE 3 – AVAILABILITY OF THE *dublinbikes* SERVICE

- 3.1** In order to access the service, the user must be in possession of a 3 Day Ticket or a Long Term Hire Card. The pricing structure is set out in Article 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 credit card holder's bank.
- 3.3** The Long Term Hire Card is valid for a period of one year and is renewed automatically each year.
- 3.4** The following two conditions apply to both the 3 Day subscription and the Long Term Hire Card subscription;
- 3.4.1** During the validity period, the customer 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. Note that each first half-hour of use 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 5am to 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 a 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.

ARTICLE 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 General Conditions of Access and Use (GCAU) of the service by pressing "V" on the keyboard (GCAU also available on request from ***dublinbikes*** and online). If the GCAU are not accepted, the customer cannot complete the transaction;
- (4) The customer inserts a credit card (Visa or Mastercard are accepted. Please note that Laser Maestro, VISA Electron debit card and cash are not accepted)

- into the card reader and keys in the corresponding PIN, thereby giving the provider, after authorisation from the bank, a pre-authorisation to debit an amount of €150 for a maximum duration of 30 days, depending on the nature of the customer bank account. The cost of the subscription for the 3 Day Ticket (€2) is debited as well as any service charges incurred over the three day period, at the expiry of the 3 Day Ticket subscription period.
- (5) The customer creates a four digit PIN Code ("the **dublinbikes** PIN Code"), which is strictly personal and confidential and can be reused 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 a subscriber number.
 - (7) This service is available at bike stations with credit card terminals. Not all bike stations have credit card terminals. A full list of stations and the availability of credit card terminals can be found on the **dublinbikes** website and on a map at the back of all terminals.

4.1.2 HOW TO SUBSCRIBE TO A LONG TERM HIRE CARD:

- (1) To subscribe to the Long Term Hire Card a customer must visit the **dublinbikes** website. There are two methods of payment available.
- (2) An application form can be filled in online with the customers' credit card details for payment of the subscription (€10), any service charges that will apply (debited monthly) and pre-authorisation for a flat rate penalty fee of €150 should the bike not be returned within 24 hours.
- (3) Alternatively, an application form can be downloaded from the **dublinbikes** website and then printed out by the customer. This form, along with proof of address, parental authorisation for user(s) under 18 years (but over 14 years) and debit authority must be posted to the **dublinbikes** postal address listed under Article 1.
- (4) The **dublinbikes** Long Term Hire Card is issued after confirmation of the registration and authorisation of the direct debit by the customer's bank, or the successful completion of the online credit card subscription.
- (5) The subscription is valid for one year. The subscription is renewed automatically each year.
- (6) The service charge corresponding to the use made of the service is debited at the end of each month whether the customer has subscribed by credit card or by direct debit.

4.2 HIRING A BIKE:

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

- (1) The customer enters their subscriber number (shown on the **dublinbikes** Ticket) on the terminal keyboard,
- (2) The customer enters their **dublinbikes** PIN on the terminal keyboard; a prompt asks the customer to choose the bike they wish to use by means of the stand number to which the bike is attached, within the limit of the stock of bikes available at that moment.
- (3) The customer has 60 seconds in which to press the button on the bike stand they have chosen and then another five seconds to remove the bicycle after having pressed the button on the bike stand. The green light flashes during the removal operation. Two beeps are heard when the lock is released; failing this,

the bike stand locks again automatically and the customer must begin with the procedure outlined in this Article 4.2 once again.

4.2.2 HIRING A BIKE FOR HOLDERS OF A **dublinbikes** LONG TERM HIRE CARD:

The customer swipes their Long Term Hire Card over the **dublinbikes** card reader on the terminal.

- (1) The customer enters their **dublinbikes** PIN on the terminal keyboard; a prompt asks them to choose the bike they wish to use by means of the stand number to which the bike is attached, within the limit of the stock of bikes available at that moment. The customer has 60 seconds in which to press the button on the bike stand they have chosen and then another five seconds to remove the bicycle after having pressed the button on the bike stand. The green light flashes during the removal operation. Two beeps are heard when the lock is released; failing this, the bike stand locks again automatically and the customer must begin with the procedure outlined in this Article 4.2 once again.

4.3 TO RETURN THE BIKE:

- (1) The Customer must 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. If the bike is not properly in position, the light remains unlit and a continuous beep is emitted. This means that the bike return operation has not been properly registered by the Service. If possible, the customer should try another stand. If the customer continues to be unsuccessful in returning the bike, the customer must in this case contact the Call Centre on 1850 777 070.
- (2) If the station chosen does not have an available bike stand, the Long Term subscriber can obtain additional time credit of 15 minutes by swiping their Long Term Hire 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 customer information about the nearest station(s) with available stands.
- (3) After the bike has been returned, the Customer has fifteen minutes to print, if they so wish, at the nearest credit card accepting terminal, a receipt with time and date certifying that the bike has been returned to the terminal.

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 Articles 4.2 and 4.3 respectively.

ARTICLE 5 - *dublinbikes* SERVICE CUSTOMERS

- 5.1 **dublinbikes** Long Term Hire Card and 3 Day Tickets and their associated PIN Code are strictly personal and entitle the customer to hire, use and return a bike under the General Conditions of Access and Use set out in this document.
- 5.2 The service is accessible, subject to the provisions of Article 4.1 above and Articles 8 and 9 below, to holders of the following cards:
- credit card issued by a banking establishment affiliated to the Visa or Mastercard network, with a microchip that meets EMV standards. Please note that Laser Maestro and VISA Electron debit cards are not accepted.
 - dublinbikes** Tickets or Cards issued by the provider.

ARTICLE 6 – COST AND MEANS OF PAYMENT

6.1 TICKETS:

- The cost of the 3 Day Ticket is €2.00, debited in addition to any service charges incurred as set out in Article 6.2.
- The cost of the Long Term Hire Card is €10.00, debited in addition to the cost of any service charges incurred as set out in Article 6.2.
- For 3 Day Tickets, payment of the amount due by the customer is made on expiry of the maximum validity period, by charging the customer credit card used to take out the subscription, under the conditions set out in Article 4. The total amount due, which is the subscription charge and any service charges incurred over the validity period, will be debited in a single operation in the five days following the expiry of the subscription.
- For Long Term Hire Cards, a customer elects, on application to the service, to pay either by credit card or direct debit. The subscription charge is debited at the time of subscription in the case of credit card payments. Direct debit customers will have their subscription debited at the end of the month in which the subscription is confirmed. Service charges incurred will be debited at the end of each month, either from the customer's credit card or by direct debit.

6.2 SERVICE CHARGES

SUBSCRIPTION FEES					
LONG TERM HIRE CARD €10			3 DAY TICKET €2		
A guarantee of €150 is required					
db SERVICE CHARGE					
First ½ Hour	1 hour	2 hours	3 hours	4 hours	Every extra ½ hour
FREE	€0.50	€1.50	€3.50	€6.50	€2

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 customer must pay the price 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 invoiced in full notwithstanding that the period of use may only have included a portion of that period.

6.4 The prices indicated in this article are valid as from 13th September 2009 and may be modified at any stage without prior notice. The subscription fee is in all cases charged in full.

ARTICLE 7 - CUSTOMER OBLIGATIONS

7.1 The customer 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 customer undertakes to use the service as would any reasonably prudent, responsible and informed individual, and in accordance with these GCAU.

7.3 The customer 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 customer undertakes to hire and return the bike within the maximum authorised continuous period of use (24 hours). The customer accepts in advance that any failure to abide by this obligation will entitle the provider to debit a flat rate penalty of €150, the final amount being determined in accordance with the terms of Article 10 below.

7.5 If any use of the bike in contravention of the provisions of Article 7.2 above is observed, the customer undertakes to return the bike immediately at the request of the provider or provider's representatives.

7.6 The customer undertakes to inform the provider 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, 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 customer in accordance with the terms of Article 7.3 and 9.1.

ARTICLE 8 - RESTRICTIONS ON THE USE OF THE **dublinbikes** SERVICE

8.1 It is forbidden for the customer 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 **dublinbikes** 3 Day Ticket that is lost or made impossible to use shall not be refunded. A Long Term Hire Card that is lost or made 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, service charges and/or penalty fees) reaches €150.

- 8.2** The bike remains at all times the property of the provider. The customer is expressly forbidden to allow any third party (except where the customer 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 14 to 18. Their subscriptions (**dublinbikes** Ticket or Card) are taken out by their legal guardian or under the liability of this clause and in accordance with Article 8.5 below.
- 8.4** The customer 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 customer 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.
- 8.5** 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 load of up to 120kg and the basket can take a load of up to 8kg.
- 8.7** Any goods carried by customers, either on their person, on the bike or in the basket are carried at the risk of the customer.
- 8.8** Damage to or the soiling of a customer's clothing while using the service is at the risk of the customer.

ARTICLE 9 – CUSTOMER LIABILITY AND DECLARATIONS

- 9.1** The customer 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 customer.
- 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, customers are obliged to inform the provider of this disappearance on 1850 777 070 immediately, but in any event no later than within 24 hours of the initial hiring of the bike and to register the theft with the Gardai within 24 hours. The customer shall remain fully and solely responsible for the bike until 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 customer is under obligation (see Article 7.6) to inform the provider of the facts within the period stipulated above, on the telephone number quoted above. The customer remains liable for the bike until such time as it is locked to a stand or handed over in person to a representative of the provider. Failing which, the customer should secure the bike by means of the built-in anti-theft lock.

9.6 The customer declares themselves capable of using a bike and physically fit to do so.

9.7 Since the customer is liable for the bike (see Articles 7.3 and 9.1), prior to using the bike, the customer 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;
- that the anti-theft lock is in place.

In the event that the above criteria are not met, the customer must make the provider aware of any issues.

9.8 The customer 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 (e.g. respecting traffic lights, not cycling on footpaths, etc.)
- check that the bike, in particular the saddle, is clean before use

9.9 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.

ARTICLE 10 - PENALTIES

10.1 At the start of each period of validity the customer authorises the provider to request the debit of a maximum flat rate amount of €150 to be used in the following cases and under the conditions set out here: damage, fraudulent use and/or disappearance of the bike for which the customer is liable.

10.2 The corresponding penalties (see Article 10.3) are payable on the provider's first request, if it is found that the customer has failed to abide by their obligations under the terms of these GCAU.

10.3 The nature and/or amount of the penalties payable to the provider by the customer in the event of a contractual failing on the part of the customer, are as follows:

- (1) disappearance of the bike in contravention of Article 7.4: €150;
- (2) repair of damage to the bike attributable to the customer: flat rate 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: €20

ARTICLE 11 – DISPUTES

These General Conditions of Access and Use 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.

ARTICLE 12 - MODIFICATION OF THE GCAU

Customers will be systematically informed of any modification to these GCAU by display on **dublinbikes** terminal screens and on the website.