

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. Please note that it cannot be guaranteed that at any given time a particular station will have either bikes or free stands available.

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 (a number of terminals are credit card enabled to provide this function).
- all terminals enable a short term Subscriber to:
 - select a bike,
 - on attempting to return 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 attempting to return 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 transaction 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 unless otherwise instructed by the Subscriber.

3.4 The following two conditions apply to both the 3 Day Ticket subscription and the Long Term Hire 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 Subscriber, 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 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 access to the scheme.

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 (The GCAU are also available online). If the GCAU are not accepted, the customer cannot complete the transaction;

(4) The customer inserts a chip and pin 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, after 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-authorized 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 completed online with the customer's 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. The credit card used to subscribe must be valid for a least another 30 days from the date of subscription.

(3) Alternatively, an application form can be completed online and the customer elects to pay by direct debit. The customer will need to print the debit authority form. This form, along with proof of address must be posted to the *dublinbikes* postal address listed under Article 1.

(4) Parental authorisation for user(s) under 18 years (but over 14 years) must be posted to the *dublinbikes* postal address listed under Article 1.

(5) 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. The system cannot be accessed until a Long Term Hire Card is received. The Long Term Hire Card must be activated at a terminal within 60 days of issue. A fee of €5 is chargeable for the re-issue of a card.

(6) The initial subscription is valid for one year. The subscription is renewed automatically each year and the €10 subscription fee is debited from either the credit card or the bank account provided during subscription unless otherwise instructed by

the Subscriber.

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

(8) Customers are required to enter their contact details accurately when registering and to keep these up to date at all times via the *dublinbikes* website at www.dublinbikes.ie. Failure to do so can result in additional charges. A fee of €5 is chargeable for the re-issue of a card.

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* Ticket) on the terminal keyboard.

(2) The Subscriber enters their *dublinbikes* PIN on the terminal keyboard; 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, within the limit of the stock of bikes available at that moment.

(3) The Subscriber has 60 seconds in which to press the button on the bike stand they have chosen and then another five seconds to remove the bike after having pressed the button on the bike stand. Two beeps are heard and the green light extinguishes when the lock is released; failing this, the bike stand locks again automatically and the Subscriber must repeat 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:

(1) The Subscriber swipes their Long Term Hire Card over the *dublinbikes* card reader on the terminal.

(2) The Subscriber 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 Subscriber has 60 seconds in which to press the button on the bike stand they have chosen and then another five seconds to remove the bike after having pressed the button on the bike stand. Two beeps are heard and the green light extinguishes when the lock is released; failing this, the bike stand locks again automatically and the Subscriber must repeat the procedure outlined in this Article 4.2 once again.

4.3 TO RETURN THE BIKE:

(1) The Subscriber 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 green light flashes and a continuous beep is emitted. This means that the bike return operation has not been properly registered by the Service. If possible, the Subscriber should try another stand. If the Subscriber continues to be unsuccessful in returning the bike, the Subscriber 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 during opening hours 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 Subscriber information about the nearest station(s) with available stands.

(3) After the bike has been returned, the Subscriber has 15 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 remain identical to those set out in Articles 4.2 and 4.3 respectively.

ARTICLE 5 - *dublinbikes* SERVICE SUBSCRIBERS

5.1 *dublinbikes* Long Term Hire Card and 3 Day Tickets and their associated PIN Code are strictly personal and entitle the Subscriber 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:

(a) Credit cards 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.

(b) *dublinbikes* Tickets or Cards issued by the Provider.

ARTICLE 6 – COST AND MEANS OF PAYMENT

6.1 TICKETS:

(1) 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.

(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.

(3) For 3 Day Tickets, payment of the amount due by the Subscriber 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.

(4) For Long Term Hire Cards, a Subscriber 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 Subscribers 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 Subscriber's credit card or by direct debit. A charge of €1 will be levied to validate updated credit card details. This charge will be refunded to the Subscriber's *dublinbikes* account. Failure to update credit card details in good time may result in a temporary loss of Service. In order to access the Service, the Subscriber must maintain a valid method of payment at all times.

6.2 FEES AND 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

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 invoiced in full notwithstanding that the Period of Use may only have included a portion of that period.

6.4 The charges 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 - 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 GCAU.

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, 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 occurs, the Subscriber undertakes to return the bike immediately at the request of the Provider or Provider's representatives.

7.6 The Subscriber 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 Subscriber in accordance with the terms of Articles 7.3 and 9.1.

ARTICLE 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 **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 €60. 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 customer has subscribed in the capacity of legal guardian to a minor) to use the bike in any way whatsoever, whether for free or against consideration.

8.3 The Service is also accessible to minors between the ages of 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 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.

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 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 of the Subscriber.

ARTICLE 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 no later than within 24 hours of the initial hiring of the bike and to register the theft with An Garda Síochána within 24 hours. The Subscriber 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 Subscriber is under obligation (see Article 7.6) to inform the Provider of the facts within the period stipulated 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. Failing which, the Subscriber should secure the bike by means of the built-in anti-theft lock.

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

9.7 Since the Subscriber is liable for the bike (see Articles 7.3 and 9.1), prior to using the bike, the Subscriber must carry out a basic check of the main visible working parts, which includes but is 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.

In the event that 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 weather conditions;
- adjust the height of the saddle correctly;
- wear appropriate head protection 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 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 Subscriber 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 Subscriber 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 Subscriber 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 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 Article 7.4: €150;
- (2) repair of damage to the bike attributable to the Subscriber: 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 GCAU 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

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

ARTICLE 13 – COMMUNICATIONS FROM *dublinbikes*

Long Term Hire Card Subscribers will be contacted by *dublinbikes* either by telephone or email as per their contact details submitted at the time of subscription. They will only be contacted in relation to their subscription and the Service. *dublinbikes* will not give Subscriber contact details to third parties. The Call Centre will only deal directly with the Subscriber, and not 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 parties subscription.

The General Conditions of Access and Use are subject to change.

Please check www.dublinbikes.ie for the latest GCAU.