

## **BU Electric Bike Trial**

The opportunity to borrow an electric bike for a trial period is available to all members of staff at Bournemouth University (“BU”). Terms relating to your use and maintenance of the bike, damage or loss and returning the bike are set out below. These are important, as you are responsible for the bike once you have taken it on loan, so please make sure you read and understand them.

### **Terms and Conditions of Use**

#### **1. Ownership of the Bike**

- The bike is owned by BU and will be loaned to you for the loan period for your personal use to enable you to evaluate a personal purchase of an electric bike.
- Description of bike: Lindsey-West model L-W001
- Serial number: 53422
- When you collect the bike you will be provided with two bike locks (a Gold standard secure D lock and 3m cable lock) and keys and, if required, cycle helmet and high visibility clothing (“accessories”). These accessories are also owned by BU.

#### **2. Your responsibilities**

The bike is being made available for the benefit of staff at BU and it is important that it is available for other staff at the end of the loan period.

**(A) You are therefore responsible for keeping the bike safe so it can be returned at the end of the loan period.** This means that you must:

- Not lend it to anyone else or let anyone else take possession of it;
- Always ensure it is locked securely if you leave it, using the locks provided;
- Use stands provided for bicycle parking where possible and not lock it to railings or similar where this is not permitted;
- Never leave it unattended and unlocked;
- Store it securely at your home (and note that there may be restrictions on where you can store a bike at your home; if so you must comply with these);
- Inform the Bournemouth University Travel Plan Co-ordinator immediately on 01202 962575 if the bike is lost or stolen; and
- Return the bike to e-Cycles Centre, 729 Wimborne Road, Bournemouth, Dorset, BH9 2AX on or before the end of the loan period.

If the bike is stolen you must report it to the Police as soon as practicable and provide the Travel Plan Co-ordinator with the crime reference number.

#### **(B) Maintenance**

- The bike will be subjected to regular inspection and checked by e-Cycles Centre prior to being loaned to you.
- You must protect the bike from damage and store it carefully.
- You must not take the bike out if you know a fault is present. You must check the brakes, lights, tyres and free movement of wheels and pedals before each use of the bike.

- All faults must be reported to e-Cycles Centre as soon as possible.

### **(C) Safety**

You will be provided with instructions on how to use the bike when you collect it at the start of the loan period. **You are responsible for your own safety and that of other road users and pedestrians when using the bike.** This includes ensuring that you:

- Follow the Highway Code <https://www.gov.uk/rules-for-cyclists-59-to-82> and in particular do not cycle on footpaths unless they are also marked as cycle paths, and be careful of pedestrians when doing so; and
- Use the lights provided when appropriate.

We recommend that you:

- Wear a helmet and high visibility clothing at all times when you are riding the bike; and
- Have cycle training prior to the start of the loan period if you are not an experienced cyclist. For more detail about adult cycle training in the local area, contact:  
Live or work in Bournemouth – email: [bournemouth@lifecycleuk.org.uk](mailto:bournemouth@lifecycleuk.org.uk)  
Live or work in Poole – telephone: 01202 262000

### **(D) Health**

You should be fit to ride the bike. If you have concerns over your fitness to ride the bike you should seek your doctor's advice before first using the bike.

### **(E) Insurance and liability**

BU shall not be liable for any injury or loss whatsoever in relation to your use or loan of the bike for commuting and/or leisure purposes, except in relation to death or personal injury arising from BU's negligence. You should ensure that you have adequate insurance of your own to cover your use of the bike for commuting/leisure purposes. This can usually be provided under a household insurance policy. Alternatively, a specific cycle policy can be obtained through many insurance companies or cycle organisations.

## **3. Ending the Loan and costs of repair and replacement**

- You can end the loan period early by contacting e-Cycles Centre and arranging to return the bike.
- If you tell us the bike has been stolen, lost or damaged, we are concerned about the condition of the bike, or if we believe that you have attempted to sell or are not looking after it we may end the loan period early by giving notice to you.
- When you return the bike, we will arrange for it to be inspected and checked. If it appears when you return it or when it is inspected that any damage has occurred (beyond fair wear and tear), including any damage you have told us about, we will ask you to pay the cost of the repairs or maintenance and you must do so as soon as reasonably possible. Please see schedule 1 for indicative costs.

- You must contact e-Cycles Centre, 01202 525790 if for any reason you are unable to return the bike on the date agreed. If you do not return the bike and accessories to e-Cycles Centre at the end of the loan period (or earlier if you or BU have terminated the loan period early) BU will charge you £2 per day for each day that you delay returning the bike.
- If you do not return the bike and/or the accessories to e-Cycles Centre within 14 days of the end of the loan period and we have not agreed a later return date with you in writing, we will ask you to pay the replacement cost of the bike and/or the missing accessories and you must do so as soon as reasonably possible..
- If you fail to pay any costs payable under this paragraph 3 BU will seek to recover any such unpaid costs under our debt recovery procedures together with interest for late payment.

#### 4. Use of your information

BU is using e-Cycles Centre, 729 Wimborne Road, Bournemouth, Dorset, BH9 2AX to help it administer the electric bike trial scheme. To enable e-Cycles Centre to make arrangements with you for the loan of the bike, BU will provide e-Cycles Centre with your name and staff card I.D number. e-Cycles Centre will retain a copy of these of these terms and conditions, once signed by you, and provide a copy to BU for administration purposes and to assess the success of the scheme. E-Cycles Centre will inform BU if you fail to return the bike at the end of the loan period or of any costs that are payable as a result of damage to the bike during the loan period.

#### Declaration and Agreement

I accept and agree to comply with the above terms:

<b>Full Name:</b>	
<b>Staff Card ID Number:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Phone No:</b>	
<b>Loan Period:</b>	
<b>Start date:</b>	
<b>End date:</b>	
<b>Signed:</b>	
<b>Date:</b>	



## Schedule 1

### BU/e-Cycle Centre Electric Bike Trial: Return Maintenance Checklist

**Bike Serial number:** 53422

**Name:** \_\_\_\_\_

**Date of return:** \_\_\_\_\_

**Bike Inspected by:** \_\_\_\_\_

Issue	OK	Not OK	Comment	Charge
Bike lost, stolen or damaged beyond repair				£1250
Gold Standard Secure D Lock missing/damaged (must have 2 keys)				£35
Cable lock 3m				£10
Front light damaged/missing				£26.50
Rear light damaged/missing				£26.50
LED controller				£46.50
Replacement inner tube/puncture repair				£10 with fitting
Battery missing/damaged				£360
Wheels damaged/missing				£35 per wheel
Late return				£2 per day
<b>Total</b>				£

*Please note that prices are dependent on supplier prices and therefore may be subject to slight changes.*

e-Cycles Centre name: \_\_\_\_\_

e-Cycles Centre signature: \_\_\_\_\_

Staff name: \_\_\_\_\_

Staff signature: \_\_\_\_\_