

Active Ride Terms and Conditions - Bicycle loan is subject to availability

- Active Ride is operated by the University of Hertfordshire and is open to all staff and students of the University of Hertfordshire. Proof of identification is required in the form of a valid student or staff ID card.
- You should read these terms carefully as they apply to your use of the Active Ride Scheme and you will be bound by them. You are required to agree to the terms and conditions set out here before you access the Active Ride Scheme.
- By accessing the Ride Active Scheme and hiring a Bicycle you are acknowledging that you have read and understand the conditions and agree to abide by them at all times during the Period of Hire.

Period of Hire

- The Bicycle loan includes a lock and is for a **maximum** period of 12 hours (**Period of Hire**). The Period of Hire will commence from the time the Bicycle is signed out of the Hub Location.
- The Active Ride Scheme is free to use and there is no charge for the loan of a Bicycle during the Period of Hire.
- Bicycles can be collected from and returned to the following Hubs within the following hours:

Hub locations	Open from	Return by
The Oval	7am	10pm
Hertfordshire Sports Village	Mon-Fri - 7am Sat-Sun – 8am	10pm 4pm

- Bicycles and locks issued remain the property of the University of Hertfordshire at all times

Charges and payment

All of the Charges applicable to your use of the Bicycle during the Period of Hire and in the event of non-return are set out below:

Period of Hire

- **Free Period** – The first 12 hours of each Period of Hire is **free** and no charge will be made.

Return

- To remain eligible for the Free Period, you must return a Bicycle within 12 hours of the commencement of the Period of Hire
- **Late Return Charge**
If you return the Bicycle later than 12 hours, you will be charged £5 for each and every 24hr period (including part thereof), up to a maximum of £100.
- **Non-Return and Damage Charges Charge per Bicycle**
If you fail to return a Bicycle after 14days you will continue to be charged £5 per 24hr period up to a maximum charge of £100.
- **Damage Charge**

If you damage a Bicycle you will be charged up to a maximum charge of £100.

- **Payment methods**

You need to provide a valid credit or debit card, which is either a VISA, Visa Electron, Mastercard, JCB or Amex at the point of hire which is accepted by us and from which we can deduct the Charges (a "Payment Card") without further authorisation.

Payment agreement

- By hiring a Bicycle with a Payment Card, you agree to allow the University of Hertfordshire to collect from your account the relevant Charges, including (without limitation), Late Return Charges and Non-Return Charges as set out in the [Charges and payment above](#) (a "Payment Agreement").
- We reserve the right to amend these terms and conditions including the Charges at any time but, where practicable, will use all reasonable endeavours to provide you with prior notification of any such amendments.

Non-Return Charge and Damage Charge

- If a Bicycle is returned after the Period of Hire or is lost or stolen during the Period of Hire, we may charge you a sum up to the maximum of £100 for each Bicycle that is returned after the Period of Hire or that is lost or stolen ("Non-Return Charge").
- If a Bicycle is damaged during the Period of Use, then depending on the extent of the damage to the Bicycle, we may charge you a sum up to the maximum sum of £100 for each Bicycle that is returned damaged ("Damage Charge").

Your Obligations:

You must:

- be in good health and your eyesight up to the standard required for road driving and you must not be suffering from any medical conditions or disability which is likely to adversely affect normal control of the Bicycle. In taking a Bicycle you confirm that this is correct,
- inspect the Bicycle before accepting it for any damage or defects. Acceptance of the Bicycle is acceptance that it is in good roadworthy condition. You are advised to review the [ROSPA](#) guidance video on the [Active Students](#) website before use,
- report any damage caused during the Period of Hire to the Bicycle howsoever caused to campusservices@herts.ac.uk. In the event of a mechanical failure, other than punctures, where the you are unable to return the Bicycle, you should secure the Bicycle using the lock provided at the outset of the Period of Hire and E mail campusservices@herts.ac.uk with details of the fault and location of the Bicycle,
- have due regard to and abide by the Highway Code observing all traffic signs and signals and in particular have regard to the [Extra rules for Cyclists](#). Where possible we advise you to use designated Bicycle paths,
- use the Bicycle reasonably, responsibly and be considerate of other road users. Anyone cycling in a discourteous or unsafe manner will have the equipment removed immediately and may be refused access to the scheme in the future,
- return the Bicycle at or before the end of the Period of Hire in no worse condition than at the commencement of the Period of Hire,
- lock the Bicycle (using the lock provided by us) to a permanent fixture whenever you leave it unattended. The method of securing should include the front wheel and the frame. Theft of an unlocked Bicycle will be your responsibility,
- all Bicycles are ridden at your own risk and you must have an appropriate level of competency to ride a Bicycle on the road. Loan of a Bicycle is accepting full liability for any accident or injury to either you or any third party. You are at all times personally liable for any accident or damage that you may cause to people or property,
- take responsibility for wearing appropriate clothing and safety equipment during the period of hire. A helmet is not included with the hire of the Bicycle. You are strongly advised to source and utilise a suitably fitting helmet. Please see the advice provided by Royal Society for the Prevention of Accidents on the use of [Bicycle helmets](#),

- not ride the Bicycle after dark or without fixing appropriate lights to the Bicycle before use. Lights are not supplied with the hire of the Bicycle and must be supplied by you,
- wipe all touch points on the Bicycle prior to and after use using the wipes available at each key collection point to reduce the risk of transmission of viruses,
- return the Bicycle and lock it up to a rack in one of the Hubs and return the key to reception staff within 12 hours of first hiring the Bicycle. The key must be returned to reception staff to stop the Period of Hire,
- be responsible for any loss or damage to the Bicycle or lock which will incur a reasonable charge from us repair or replacement.

You must not:

- Give, lend, sell or otherwise offer the Bicycle to any other person. The Bicycle is your responsibility during the Period of Hire,
- Undertake any manoeuvre which is beyond your level of skill or outside the Bicycle's capability,
- Overload the Bicycle or attempt to carry another passenger on the Bicycle or tow anything from the Bicycle,
- Damage, deface or vandalise the Bicycle or the lock in any way,
- Use or park the Bicycle in any way that may cause or be likely to cause harassment nuisance alarm distress or damage,
- Tamper with or dismantle the Bicycle in any way (or attempt to do so),
- Use the Bicycle for racing, stunts or trick riding.

Our Obligations

We will:

- Do regular checks and maintenance on the Bicycles and will take Bicycles out of service in the event that a Bicycle is not fit for use or we are made aware of a problem with a Bicycle,
- Contact you (via phone or Email address provided) when you hand the key in to one of the Hub receptions to confirm the end of the Period of Hire, or if the Bicycle is not returned within 24 hours of commencement of the Period of Hire.

Other Important Terms

- We reserve the right not to hire equipment to you for whatever reason.
- We do not exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- We provide this scheme for domestic and private use only. You must provide us with up to date contact details. Your personal details will only be used in accordance with the administration of this Active Ride scheme and will not be processed for any other reason. Your details will be kept securely and destroyed in accordance with GDPR requirements for more information contact [HSV](#) or [UH](#). □