



# BU/ Hope2cycle Cycle Pool BU Student/Staff (affiliate) Membership Agreement

This Membership Agreement ("Agreement") relates to your membership of the BU/Hope 2 Cycle, Cycle Pool. This agreement is made between us, Hope 2 Cycle whose principal offices are at 878 Wimborne Road, Moordown, Bournemouth, BH9 2DR and you, the person named below:

Full Name:	
Address:	
Student/Staff ID:	
E-mail:	Phone No:

## Membership

Membership of the BU/Hope 2 Cycle, Cycle Pool (the "Pool") entitles you to the following, subject in each case to availability as numbers are limited, and facilities, training and vouchers will be provided on a first come, first served basis:

- Access to a fully refurbished bicycle for your use while you are a student or member of staff at BU (Chartwells, SUBU or Interserve), and a D lock;
- A regular free bike check (free of charge) for the period of use
- Reduced priced servicing and repairs.
- No labour costs to any repairs needed during you hire period, you will only have to pay for parts
- Support and advice from the hope2cycle team for the period of use
- Subsided cost of a helmet and bike lights to pool users.
- Subsidised florescent jackets to support safety on the road

### Cost of membership

Membership fees are:

- 1. £40 for the academic year
- 2. If we have sufficient bikes we will seek to offer these at £25 per academic term.
- 3. And a £30 deposit which is refundable if your bike is returned on time and in good condition (see section 2 and 3 for outline of expectations)
- 4. Special offers on lights, helmets and accessories for all scheme users. For example Oxford Lights and a Helmet for £25 which would be yours to keep.

This fee is a contribution to both the cost of maintaining and refurbishing Pool bicycles and the purchase of further Pool bicycles to benefit members, and is not refundable. Failure to comply with any of the conditions outlined in Section 2/3, may result in the none return of the deposit.

The Pool has been created for the benefit of students and staff at BU (and affiliate organisations) and it is important that Pool bicycles are maintained and returned for the use of students and staff in the future. Further terms, including relating to your use and maintenance of the bicycle, damage or loss and returning the bicycle are set out below. These are important, as you are responsible for the bicycle once it has been allocated for you, so please make sure that you read and understand them.

#### The bicycle that you have been allocated as at the date of this Agreement is described below.

You have been allocated this bicycle for your use during the academic year 2020/21 ("Academic Year"). You must return the bicycle to Hope 2 Cycle Pool organisers on or before 16/07/2021 or earlier as outlined below

Description:	
Serial/Unique ID no.:	
Hire period FROM:	TO
Amount Paid:	_
Deposit Paid:	
Signed:	
Pool Member	Hope2cycle staff member
Name:	Name:
Date:	Date:

#### **TERMS AND CONDITIONS**

#### 1. Ownership of the bicycle

The bicycle which has been allocated to you as described above. The bicycle is owned by Hope 2 Cycle, and Hope 2 Cycle allows you, as a member of the Pool, to use a bicycle for your personal use during the relevant Academic Year, while you are a student or member of staff at BU (or an affiliate staff member).

# 2. Your responsibilities

The Pool has been created for the benefit of students and staff at BU (and affiliate staff) and it is important that Pool bicycles are maintained and available for the use of students and staff in the future.

### (A) You are therefore responsible for keeping the bicycle safe so that you can return it at the end of Academic Year.

This means that you will:

- not lend it to anyone else or let anyone else take possession of it;
- always ensure that it is locked securely if you leave it, using the lock 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 bicycle at your home; if so, you must comply with these);
- let the Hope 2 Cycle know immediately if bicycle is lost or stolen; and
- return it to Hope 2 Cycle (you must contact them first to arrange this) on or before the date set out above or when this Agreement ends as described in paragraph 3 below.

If the bicycle is stolen you must report it to the Police as soon as possible and provide Hope 2 Cycle with the crime reference number.

- (B) You are also responsible for looking after the bicycle during the Academic Year and for the cost of any maintenance or repair that is required so that it can be re-used in future. This means that during the period that the bicycle is allocated to you, you will:
  - maintain the bicycle in a good condition during the Academic Year (including brakes, tyres and chain);
  - ensure that the serial number sticker is intact;
  - replace the lock if it is lost or damaged with the same, equivalent or better model;
  - protect it from damage and store it carefully;
  - ensure that any damage is repaired and any necessary maintenance is carried out during the Academic Year and before you return it to Hope 2 Cycle;
  - let Hope 2 Cycle know immediately if the bicycle is damaged; and
  - Allow Hope 2 Cycle to inspect the bicycle if requested.

We recommend that you take the bicycle to the monthly on-site Bike Dr for maintenance check-ups at BU or call into Hope 2 Cycle at 878 Wimborne Road Bournemouth BH9 2DR at any time for a free check up.

- (C) You are also responsible for your own safety and that of other road users and pedestrians when using the bicycle. This includes ensuring that you:
  - follow the Highway Code <a href="https://www.gov.uk/rules-for-cyclists-59-to-82">https://www.gov.uk/rules-for-cyclists-59-to-82</a>, and in particular don't cycle on footpaths unless they are also marked as cycle paths, and be careful of pedestrians when doing so; and
  - Use lights when appropriate. (subsidised lights are available from Hope2cycle)

#### We recommend that you:

- wear a helmet at all times when you are riding the bicycle; (subsidised helmets are available from Hope2cycle) and
- take up opportunities for cycle training if you are not an experienced cyclist (please ask Hope 2 Cycle about opportunities for training).

#### 3. SECTION 3

#### Ending this Agreement and costs of repair and replacement

- (A) You can end this Agreement before the end of the Academic Year by returning the bicycle to Hope 2 Cycle (by arrangement, see contact details below).
- (B) If you tell us that the bicycle has been stolen, lost or damaged, we are concerned about the condition of the bicycle, or if we believe that you have attempted to sell it or are not looking after the bicycle as described in paragraph 2, we may end this Agreement early and we will tell you that we are ending it, and let you know when we need it to be returned to us. **The total cost of the bike will be £110 including the D Lock,** which could be charged to you if we are concerned about the circumstances underlying the loss or damage.
- (C) If you do not return the bicycle, together with the lock (and at least 2 keys) to us at the end of the Academic Year or when this Agreement ends, we will ask you to pay us the replacement cost of the bicycle and/or the missing equipment, and you must do so as soon as reasonably possible. We recommend that you check that the bicycle is covered by your contents insurance policy, and that your insurer is aware that the bicycle is the property of Hope 2 Cycle. The total cost of the bike will be £110 including the D Lock.
- (D) When you return the bicycle to us, we will arrange for it to be serviced. If it appears when you return it or when it is later serviced, that any damage has occurred or maintenance has been neglected (beyond fair wear and tear), including any damage you have told us about, we will ask you to pay us the cost of the repairs or maintenance, and you must do so as soon as reasonably possible. Schedule 1 to this Agreement contains our current Bike Maintenance Checklist. This Checklist includes an indicative schedule of charges for the replacement of certain bicycle parts. Please note that this is just an indication of the likely replacement cost. If at the time we replace the equipment (on a like-for-like or equivalent basis) it costs us more than this, we will be entitled to charge you for the actual cost we incur.
- (E) If you do not return the bicycle to Hope 2 Cycle on time at the end of this Agreement (either at the end of the Academic Year or as requested by Hope 2 Cycle if you or Hope 2 Cycle have terminated it early) then Hope 2 Cycle will charge you £2 per day for each day that you delay returning the bicycle. You must contact Hope 2 Cycle if for any reason you are unable to return the bicycle on the date agreed.

You will remain responsible for any costs which you are responsible for under this paragraph 3 even after this Agreement has ended. Hope 2 Cycle will seek to recover any unpaid costs for repair, maintenance or replacement (as described in this paragraph 3)

Hope 2 Cycle can be contacted on: **07530 968506** 

# **Schedule 1**

# **BU/Hope 2 Cycle Cycle Pool: Bike Maintenance Checklist** Bike Serial number: Date of return: Bike Inspected by:\_\_\_\_ OK Not Comment Issue Charge OK Bike lost, stolen or £110 damaged beyond repair (inc D LOCK) D Lock missing damaged £15 (must have 2 keys) £18 Chain rusty/damaged £5 per cable Cables damaged Replacement inner tube £10 with fitting £5 without Dirty bike £10 Tyres worn/damaged £15 per tyre beyond reasonable wear and tear Brakes damaged £15 for front and rear brakes Cassette damaged £25 Wheels damaged £ 35 per wheel Late return £2 per day Please note that prices are dependent on supplier prices and therefore may be subject to slight changes. Hope 2 Cycle name: \_\_\_\_\_ Hope 2 Cycle signature: Student/Staff name:

Student/Staff signature: