

## ***Terms & Conditions of Use***

### **Definitions:**

Vehicle: in this document, vehicle means all of the following: e-car, e-bike, e-cargo bike and push-bike

E-vehicle: in this document, e-vehicle means e-car, e-cargo bike and e-bike

Base Station: the base car-park of the vehicle. This depends on where you are based (e.g. Civic Offices, Area Office etc.).

### **General:**

1. Users must follow all COVID procedures, as outlined in the COVID risk assessment document, when using the vehicles.
2. Vehicles may only be used by persons duly registered as employees of Dublin City Council who have carried out the relevant vehicle training. E-car users must also be a holder of a valid full driver's license from an EU country. All other use is strictly prohibited.
3. Vehicles may be used at a maximum between the hours of 07.30 & 18.30 only (hours may vary by vehicle type).
4. Vehicles may be used for Dublin City Council business purposes only.
5. The user shall, in every case, pay attention to the security of the vehicle, preventing burglary or theft in a way that a reasonable manner/standard of care dictates. The user shall ensure that the vehicle is locked when not in use.
6. The user shall be responsible for compliance with all applicable laws when using the vehicles, including, without limitation, any traffic violations which the user may incur, e.g. parking fines, speeding tickets and toll charges.
7. The user may not remove any of the promotional logos or branding from the vehicles. The user shall not permit any other person to do so either.
8. The user shall keep the vehicle clean and remove all personal belongings on return.
9. The user will be covered by the Dublin City Council Motor Fleet Insurance Policy. The user shall not do anything which would, or which would be reasonably likely to, invalidate such insurance.
10. The user shall use the vehicle with an appropriate standard of care following any instructions provided through the booking interface (i.e. the app), by Dublin City Council and in the training aids.
11. The user hereby acknowledges and agrees that the vehicles may carry telematics diagnostic systems to allow data recovery of the vehicle's behaviour and technical performance.
12. The rules of the road must be adhered to at all times no matter which type of vehicle (i.e. e-car, e-bike, e-cargo bike or push-bike) is being used.
13. In the case of an accident, the user should contact the relevant customer support service (see vehicle-specific notes below) and their line manager at Dublin City Council.
14. The user shall use their best endeavors to return the vehicle to the base station from which the vehicle was booked at the agreed time, and to connect the vehicle to the charge point in the case of e-vehicles.
15. All vehicles must be returned to their base station by 18.30 (or earlier, as determined by the vehicle reservation).
16. Vehicles cannot be picked up from one base station and dropped off at another. All vehicles must be returned to the base station from where they were picked up.

## E-cars

1. E-car users must follow all Covid procedures as outlined in the e-car risk assessment document when using e-cars (including cleaning the primary vehicle touch points, filling out the cleaning log and sanitizing hands before and after use).
2. E-cars keys are located in the glovebox and should remain with the vehicle when parked at the base station.
3. Users must book the vehicle via the app (smart phone or website).
4. E-cars are unlocked at the beginning of the journey by pressing “start journey” on the app when in close proximity to the card reader on the driver’s side windscreen of the e-car.
5. E-cars are locked at the end of your journey by pressing “end journey” on the app when in close proximity to the same card reader.
6. During your journey, and at your offsite location, *e-cars must be locked and unlocked using the keys only*. Do not use the app to lock or unlock the car during your journey.
7. E-car users must plug e-cars into their charge point following the instructions at the charge point once the e-car has been returned to the base station.
8. E-car users must press the “end journey” button in the Smart Phone app once the e-car has been returned to the base station and is locked.
9. E-cars shall not be taken off road onto to a building site etc.
10. E-cars shall be driven with care over speed ramps/bumps due to their lower underbody.
11. If there are any technical issues with the e-cars, please contact the NiftiBusiness Customer Care Team at the number provided in the e-car. No intervention whatsoever is to be carried out by the user without the express guidance of the NiftiBusiness Customer Care Team.
12. In case of an accident, please remain with the e-car and contact the NiftiBusiness Accident Team at 01-4198373. The NiftiBusiness Accident Process is outlined below and can also be found in the dashboard of the e-car. (Outside office hours, please call the AA at 1800667788 and quote DCC’s membership number: 01510867).

## E-bikes

1. E-bike users must follow all Covid procedures as outlined in the e-bike risk assessment document when using the e-bikes (including cleaning the primary vehicle touch points, filling out the cleaning log and sanitizing hands before and after use).
2. All e-bikes are clearly numbered for identification purposes. The number can be found on the front mudguard. You will be informed of which e-bike to take via the booking system (i.e. app or website).
3. The e-bikes are secured with an IoT device that you can lock and unlock using the relevant buttons in the app on your Smart Phone. The IoT device and your Smart Phone connect via Bluetooth. You will be able to unlock your e-bike once your booking begins.
4. Please use the lock when you are at your appointment to secure the e-bike in a safe and legal manner.
5. On your return to your base station bike parking, please re-lock the e-bike to the appropriate stand (numbers matching) and plug in the battery pack so that the e-bike is charging.
6. Helmets and Hi-Vis vests are available and it is recommended that you use them when cycling around the city. Medical grade hair protectors and an antibacterial spray are also available to facilitate shared use of helmets.
7. E-bike users must take responsibility for their own personal safety and obey the rules of the road.

8. If there are any technical issues with the e-bike or lock, please contact the Bleeperbike Customer Care Team at the number provided on the e-bike. No intervention whatsoever is to be carried out by the user without the express guidance of the Bleeperbike Customer Care Team.
9. In case of an accident, please remain with the e-bike and contact the Bleeperbike Customer Care Team at the number provided on the e-bike, followed by your line manager. Please follow all guidance and advice provided by the Bleeperbike Customer Care Team.

## **Push Bikes**

1. Push-bike users must follow all Covid procedures as outlined in the push-bike risk assessment document when using the push-bikes (including cleaning the primary vehicle touch points, filling out the cleaning log and sanitizing hands before and after use).
2. All push-bikes are clearly numbered for identification purposes. The number can be found on the front mudguard. You will be informed of which push-bike to take via the booking system (i.e. app or website).
3. The push-bikes are secured with a combination lock that you can lock and unlock using the number provided within your booking. You will be able to unlock the push-bike when your booking begins.
4. Please use the lock when you are at your appointment to secure the push-bike in a safe and legal manner.
5. On your return to the Civic Offices car park, please re-lock the push-bike.
6. Helmets and Hi-Vis vests are available in the locked cage and we recommend that you use them when cycling around the city. Medical grade hair protectors and an antibacterial spray are also available to facilitate shared use of helmets.
7. Push-bike users must take responsibility for their own personal safety and obey the rules of the road.
8. If there are any technical issues with the push bike or lock, please contact the Bleeperbike Customer Care Team at the number provided on the push-bike. No intervention whatsoever is to be carried out by the user without the express guidance of the Bleeperbike Customer Care Team.
9. In case of an accident, please remain with the push bike and contact the Bleeperbike Customer Care Team at the number provided on the push bike, followed by your line manager. Please follow all guidance and advice provided by the Bleeperbike Customer Care Team.

### NiftiBusiness (formerly SIXT Leasing) E-Car Accident Process

1. When a driver is involved in an incident the driver is to contact the NiftiBusiness Accident Team on 01-4198373. Alternatively, the driver can email the Accident Team at [driversupport@niftibusiness.ie](mailto:driversupport@niftibusiness.ie).
2. If an incident happens outside office hours and the vehicle is drivable, contact can be made with NiftiBusiness when office hours recommence. If a vehicle is not drivable the driver should call the AA on 1800 667788 (and quote DCC's membership number: 01510867) who will come and recover the vehicle and arrange a replacement vehicle. Again, once office hours recommence, the driver is to contact NiftiBusiness.

3. When a third party is involved NiftiBusiness will ask that the third-party insurance details are obtained by driver.
4. NiftiBusiness will ask the driver if they are feeling okay after incident and if the vehicle is drivable. If not drivable, NiftiBusiness will arrange a replacement vehicle to be provided as soon as possible until vehicle is repaired or until new vehicle is ordered and replaced in cases where damaged vehicle is a write off.
5. If vehicle is not drivable after incident, NiftiBusiness will arrange for it to be transported to an approved supplier.
6. NiftiBusiness will send the driver an Accident Report Form.
7. If vehicle is drivable, NiftiBusiness will ask that the driver visits one of its approved suppliers for an estimate. If vehicle is not drivable, NiftiBusiness will request estimate from above supplier.
8. NiftiBusiness review an accident report weekly to ensure all reported accidents are being followed up on and necessary work is being carried out.
9. Once estimate is received, in cases where repair work is not going through insurance NiftiBusiness will agree costs with the client before work commences. NiftiBusiness will pay supplier for repair work and recharge the client.
10. In cases where repair work is going through insurance, the insurance company will agree costs with NiftiBusiness. The repair work will automatically be recharged to the client who will subsequently recover the costs from the insurance company.
11. In cases where a third party is paying for repairs they will pay for repairs before they are completed.
12. Once all repair costs have been agreed, NiftiBusiness will arrange with the driver to have repairs completed. In cases where vehicle was drivable, NiftiBusiness will arrange a replacement vehicle while damaged vehicle is being repaired.
13. When repairs have been completed NiftiBusiness will receive and pay the invoice from the approved body shop. Once this has been paid our system will automatically recharge any repair costs or vehicle hire costs incurred to the client for the client to recover from the insurance company in question. In some instances, NiftiBusiness may receive payment from the insurance company directly. However, this will be a net value which will be credited from the account once received, with VAT and excesses still being recharged as NiftiBusiness pass on VAT for any and all repairs completed.