

## ***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 carpark of the vehicle. This depends on where you are based (e.g. Civic Office Grove Road, County Hall Swords, etc.).

**The use of the vehicles described herein is governed by these Terms and Conditions. When you use the vehicles described herein, you are deemed to have accepted these Terms and Conditions.**

### **General:**

1. Users must follow all Covid procedures as outlined in the relevant vehicle risk assessment documents when using the vehicles.
2. Vehicles (i.e., e-cars, e-bikes and push-bikes) may only be used by persons duly registered as employees of FCC who have reviewed relevant [vehicle training audio visual resources](#). E-car users must also be a holder of a **valid full driver's license** from an EU country. All other uses are strictly prohibited.
3. E-cars may be used between the hours of 08.00 & 17.30, Monday to Friday only. E-bikes may be used between the hours of 07.30 & 17.00, Monday to Friday only.
4. The vehicles may be used for FCC business purposes only.
5. The user shall, in every case, pay attention to the safety of the vehicles, preventing them from 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 in 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, and shall not permit any other person to, remove any of the promotional logos or branding from the vehicles.
8. The user shall keep the vehicle clean and remove all personal belongings when returning the vehicle.
9. The user will be insured by FCC 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 vehicles with an appropriate standard of care following any instructions provided through the booking interface (i.e. the app), by Fingal County Council and in the training aids provided.
11. The user hereby acknowledges and agrees that vehicles may carry a telematics diagnostic system to allow data recovery of the vehicle's behaviour and technical performance.
12. No matter which type of vehicle (i.e., e-car, e-bike) the user is using, the rules of the road must be adhered to at all times.
13. In case of an accident the user should contact the relevant [customer support service](#) (See specific notes under e-cars and e-bikes) and their line manager at Fingal County Council.

14. The user shall use their best endeavors to return the vehicle to the base location from which the vehicle was booked (e.g. Civic Office, Grove Road or County Hall, Swords) at the agreed time and to connect the vehicle to the charge point in the case of e-vehicles.
15. All vehicles, together with all tyres, tools, car documents, accessories, and equipment, must be returned to their base location (e.g. Civic Office, Grove Road or County Hall, Swords) by 18.30.
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. Users must follow all Covid procedures as outlined in the [e-car risk assessment](#) document when using the e-car (including cleaning the primary vehicle touch points, filling out the cleaning log and sanitizing hands before and after use).
2. The keys for all e-cars are located in the glovebox and should remain with the vehicle when parked in the base location car park (e.g. Civic Office, Grove Road or County Hall, Swords).
3. The user will book the vehicle via the app (smart phone or website).
4. The 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. The 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, you must lock and unlock the car using the keys only. Do not use the app to lock or unlock the car during your journey.
7. The user must plug the e-car into the charge point following the instructions at the charge point once the e-car has been returned to the base parking location.
8. The user must press the “end journey” button in the Smart Phone app once the e-car has been returned to the base parking location and is locked.
9. The vehicle shall not be taken off road onto to a building site etc.
10. The vehicle shall be driven with care over speed ramps/bumps due to the lower underbody of the cars.
11. If there are any technical issues with the e-car, please contact the NiftiBusiness Customer Care Team at the number provided in the 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 Nifty Leasing Accident Team at 01-4198373. The NiftiBusiness Accident Process is outlined below and can also be found in the dashboard of the car. (Outside office hours, please call the AA at 1800667788 and quote FCC’s membership number: 01509930).
13. The e-car shall not be operated:
  - To transport goods in violation of legal regulations or in any other illegal manner;
  - To carry passengers or property for a consideration express or implied;
  - To propel or tow any vehicle or trailer without the consent of FCC;
  - In motor sport events (including racing, pace-making, rallying, reliability trials and speed testing);
  - By any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by the Road Traffic Acts;
  - Outside of the Ireland without the express agreement of FCC.
14. The user agrees further to protect the interests of FCC and its insurance company in case of accident by:
  - Obtaining names and addresses of parties involved, and of witnesses;
  - Not admitting liability or guilt or giving money to any persons involved;

- Not abandoning the e-car without adequate provision for safeguarding and securing same;
- Calling the FCC's office within 24 hours by telephone (transfer charge) even in case of slight damage; further completing FCC's accident report, (and any other claim forms that may be required including diagram as required on return of e-car; and
- Notifying the police immediately if another party's guilt has to be ascertained, or if any person is injured.

## **E-bikes**

1. 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. The e-bikes are located in bike shelter to the rear of County Hall in Swords and in the underground car park in Grove Road. At all FCC SMH locations, the e-bikes are securely locked.
3. 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).
4. 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.
5. Use the lock when you are at your appointment to lock the e-bike in a safe, secure and legal manner.
6. On your return to your base location bike parking, re-lock the e-bike to the appropriate stand (numbers matching) and plug in the battery pack so that the e-bike is charging.
7. Helmets and Hi-Vis vests are available, and we recommend that you use them when cycling around the city. Antibacterial spray are also available to facilitate shared use of helmets.
8. Users of the e-bikes must take responsibility for their own personal safety and obey the rules of the road.
9. 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.
10. 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.

### NiftiBusiness E-Car Accident Process

1. When a driver is involved in an incident the driver is to contact the NiftiBusiness Leasing Accident Team on 01-4198373. Alternatively, the driver can email the Accident Team at [driversupport@sixtleasing.ie](mailto:driversupport@sixtleasing.ie).
2. If an incident happens outside office hours and the vehicle is drivable, contact can be made with NiftiBusiness Leasing when office hours recommence. If a vehicle is not

drivable the driver should call the AA on 1800 667788 who will come and recover the vehicle and arrange a replacement vehicle. Again, once office hours recommence, the driver is to contact NiftiBusiness Leasing.

3. When a third party is involved NiftiBusiness Leasing will ask that the third-party insurance details are obtained by driver.
4. NiftiBusiness Leasing will ask the driver if they are feeling okay after incident and if the vehicle is drivable. If not drivable, NiftiBusiness Leasing 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 Leasing will arrange for it to be transported to an approved supplier.
6. NiftiBusiness Leasing will send the driver an Accident Report Form.
7. If vehicle is drivable, NiftiBusiness Leasing will ask that the driver visits one of its approved suppliers for an estimate. If vehicle is not drivable, NiftiBusiness Leasing will request estimate from above supplier.
8. NiftiBusiness Leasing 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 Leasing will agree costs with the client before work commences. NiftiBusiness Leasing 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 Leasing. 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 Leasing will arrange with the driver to have repairs completed. In cases where vehicle was drivable, NiftiBusiness Leasing will arrange a replacement vehicle while damaged vehicle is being repaired.
13. When repairs have been completed NiftiBusiness Leasing 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 Leasing 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 Leasing pass on VAT for any and all repairs completed.