

Regulation

General rules for the use of bicycles under the U-Bike Portugal Project

Preamble

The U-Bike Portugal Project is a national initiative, coordinated by the Mobility and Transport Institute, which aims at encouraging the adoption of more sustainable mobility habits in the academic environment, by providing electric and conventional bicycles.

The aim of contributing for the bicycle use and to benefit from a healthier and more ecologically sustainable way, the Polytechnic Institute of Bragança (IPB) decided to join the U-Bike Portugal Project, making available a vast number of electric and conventional bicycles for the IPB Academic Community.

Chapter I

Objective and General provisions

Article 1

(Objective)

This Regulation establishes the general rules of use of the available bicycles in the Bragança and the Mirandela IPB Campus.

Article 2

(General provisions)

The bicycles to be used by the academic community are IPB property, and promote soft mobility, by using the bicycle instead of individual motorized transport.

Article 3

(Concepts)

In the context of this regulation, the following terms are adopted:

- i. “Bicycle”: Any bicycle, conventional or electric, acquired by the IPB, under the U-Bike Portugal Project and provided for the academic community;
- ii. “IPB academic community”: The group of IPB students who are enrolled, mobility students, staff, researchers (including fellows) and IPB guests;
- iii. “User”: Any member of the IPB academic community, in the Bragança or Mirandela campus, who uses a bicycle, under this regulation;
- iv. “Use”: The act of borrowing a bicycle for a certain period of time;
- v. “Safety deposit”: The act of delivering a monetary value as insurance for the bicycle, with responsibility and by the terms established within this regulation;
- vi. “Preventive maintenance”: The act of monitoring and periodic checks of the bicycle conservation state and execution of pre-contracted servicing procedures, with the main purpose of keeping the bicycle in order and safety insurance of use;
- vii. “Corrective maintenance”: The act of repairing unexpected problems.

Chapter II

Terms of Use

Article 4

(Warranty of use)

1. The use of the bicycles is free of charge.
2. The IPB ensures the contracting servicing (preventive and corrective) for the whole set of bicycles. The user will have to pay the IPB the corresponding costs to the bicycle and its period of use at the beginning of the contracting use.
3. The IPB ensures an insurance contract for all bicycles. The user will have to pay the IPB the corresponding costs to the bicycle and its period of use at the beginning of the contracting use.

Article 5

(Admission conditions)

1. The use of a bicycle requires an initial registration of membership in the available service, via internet, which can be done throughout the whole year, by any member of the IPB academic community.
2. The request of use is made through the management electronic platform of the U-Bike Portugal Project in IPB.
3. The request of use requires a signature of a simple contract between the IPB and the user, in accordance with the draft annexed to this regulation.
4. The request of use is subject to a safety deposit and the payment of the servicing and insurance costs, related to the period in use.
5. The request of use is subject to the bicycles' availability and the user selection criteria.
6. The request of use is subject to the compliance of the established rules by the regulation.
7. The request of use is subject to comply with obligations towards the IPB, namely the payment of fees.

Article 6

(Bicycles assignment criteria and user rotation)

1. The criteria used in the assignment of bicycles and user rotations are the following:
 - a) The biggest number of daily km to be assigned, instead of individual motorized transportation km.
 - b) The longer period in use and here criterion a) applies;
 - c) The use of the bicycle in the travels for curricular internships or official missions, instead of individual motorized transports and, within these, applies prior criteria;
2. In order to ensure a bigger rotation and a larger number of users, the period of continuous use is limited to 12 months and finds itself regulated in article 9 of this regulation.

3. After the maximum period of time foreseen in this regulation, the user must submit again to the criteria in the article 1 (in case the user has fully complied with the previous contracts).

Article 7

(Terms of use)

1. In order to use a bicycle it is necessary to make the request on the management platform, available on the project page.
2. After the user request is validated, the bicycle with a kit will be available in a maximum of 48 hours, including the U-Bike Portugal Project manual, maintenance tools, reflector and safety helmet.
3. When picking up the bicycle a contract is signed including an annex with a responsibility term.
4. The user is requested to pay a safety deposit, in the delivery act of the bicycle, and the payment of the insurance and the servicing costs, in the beginning of the period in use.

Chapter III

Responsibilities

Article 8

(User liability)

1. In case of theft or accident the user must act in accordance with the guidelines supplied in the delivery act of the bicycle.
2. The user must make a cautious and responsible use of the bicycle, in order to keep it in good servicing conditions, functioning and security. These bikes cannot be used for commercial or profitable purposes or any other not related with the system herein provided for.
3. The user shall watch over his own and other people's physical integrity.
4. The user cannot lend, rent, sell or donate the bicycle to third parties.
5. The users are responsible and will be considered liable for any damage caused to the bicycle, total or partial loss, resulting from a clearly negligent or irresponsible use.
6. With the purpose of promoting the good servicing of bicycles and avoid clear negligent uses, as mentioned in numbers 2 to 5, each bicycle shall mention the electronic mail address and phone number through which these situations are to be communicated.
7. The user declares having full knowledge of the rules of use, of the existing insurance contract, of the servicing procedures and the charging terms of the insurance and maintenance costs.
8. Bearing in mind the U-Bike Portugal Project objectives and its financing rules, the costs of non-compliance with the assigned kms must be shared by the users. They shall stipulate the medium number of kms to be realized monthly, under penalty of not being returned the full value of the safety deposit.
9. For monitoring effects laid out in the prior number, the users commit themselves to allow the monthly record of the kms and other data, in the integrated management system project.

Article 9

(Period of use)

1. A bicycle can be used from 6 to 12 months.
2. A usage period under six month can be given upon the availability of bicycles, context of use and user profile justifying it.
3. The period of use can also be inferior to the established in number 1, on its first use.
4. The user can give up the usage at any time after a minimum period of a week.

Article 10

(Safety Deposit)

1. When picking up the bicycle, it is requested that the user pays a safety deposit, which ensures:
 - a) A responsible use of the bicycles and in the terms established within this regulation;
 - b) Compliance with the kms agreed with the IPB, during the period of use, contributing to the project's objectives and ensuring that the IPB is not penalized in the financing of the U-Bike Project promoting entity.
2. The safety deposit consists of a monetary value, established annually by the IPB and which will depend of the bicycle typology.
3. The value of the safety deposit will not be returned in the following cases:
 - a) If the damages to the bicycle, the total or partial loss of the same results from a negligent or irresponsible use;
 - b) If the performed kms is inferior to the value assigned to with the IPB;
 - c) Following the case of the previous point, the safety deposit value is returned in the same percentage of the performed kms related to the number assigned.

Article 11

(Insurance)

1. The IPB ensures an insurance that guarantees accident situations in which IPBikes and their users may be involved, either isolated, or involving other vehicles.
2. To be covered, the user will have to pay the corresponding costs to the type of bicycle and the period of use to the IPB, at the beginning of the contract.
3. The value corresponds to the used time slot related to the year, multiplied by the annual cost of the insurance of each bicycle.
4. The user declares having knowledge of the existing insurance contract as well as with the general and particular conditions, agrees to this contract and all its provisions since it is a global insurance, supporting it according to its use.

Article 12

(Monitoring, maintenance and evaluation)

1. For the good servicing of the IPBikes and as security insurance in its use, the IPB ensures the maintenance service for all bicycles.
2. The maintenance referred to in the previous number aims to ensure the monitoring and periodic checks of the bicycle conservation state and execution of preventive maintenance procedures and, when necessary, corrective.
3. The annual cost in maintenance, preventive and corrective, is estimated annual cost of preventive maintenance contracted, adding the estimated value of the corrective maintenance costs and its losses, set in the beginning of each year, being the balance, positive or negative, transferred to the following year.
4. IPBikes can only be serviced in the location appointed to by the IPB and on the dates scheduled in the user area, for preventive maintenance effects.
5. The company that executes the bicycle maintenance service will register the carried out service and the number of km travelled during that period in the platform provided by the IPB.
6. Any corrective maintenance action that may be required, resulting from unexpected problems, shall be requested on the electronic platform and requires prior authorization.
7. The corrective maintenance operations, which may be necessary during a determined year, are contracted by the IPB and the respective costs are charged to the U-Bike Portugal Project cost centre, in accordance with number 3.
8. The operation costs of corrective maintenance, resulting from a negligent or irresponsible use, are the user's responsibility.
9. The user must deliver the IPBike and pay its corresponding servicing costs to the IPB at the end period of use.
10. The value to be paid corresponds to the used time slot related to the year, multiplied by the annual servicing cost of each bicycle.

Chapter IV

Final Provisions

Article 13

(Omissions)

Any omissions rising from this regulation are to be solved by the President of the IPB.

Article 14

(General rules of acceptance)

The use of bicycles provided by the IPB, under the U-Bike Portugal Project, requires the full knowledge and acceptance of the terms in this regulation.

Article 15

(Jurisdiction)

It is agreed between the parties that the Court of the District of Bragança will be regarded as competent, with expressed renunciation to any other, for the resolution of any question arising out of this agreement.