

Worcester College JCR Terms and Conditions of JCR Bicycles

1. The Bicycle made available for use by Worcester College junior members (“the bicycle”) and associated accessories including lights, lock, etc. (“the accessories”) are the property of Worcester College JCR (“the JCR”) and the User will not sell, hire out or lend the bicycles to any third party.

2. In taking a bicycle out from the lodge, you accept that you have read and understand the terms and conditions and your responsibilities.

3. Your responsibilities:

- I. Keeping the bicycle in good condition while in use.
- II. Returning and locking the bicycle to the designated racks after use.
- III. Returning the keys to the Lodge.
- IV. Alerting the JCR Environment and Ethics Rep to any damage or loss immediately.
- V. Only taking a bicycle out if it is in good condition.
- VI. Not letting anyone other than the User who signed the bicycle out using it.
- VII. Not leaving the lights on the bike when it is locked up.
- VIII. Only riding the bicycle on the road and not on the pavement.
- IX. Taking the bicycle out for no more than 4 hours at a time.
- X. Read the University and Oxford SU guidance on safe cycling.

4. Using the Bicycles

- I. The User must be 18 years or over.
- II. Upon taking the bicycle out the User acknowledges and agrees that the bicycle is in good working condition, undertakes not to misuse it, and returns it with all accessories in the same condition as when received (ordinary wear and tear excepted) to the designated bicycle racks.
- III. It is the responsibility of the User to check that the bicycle is in good working condition when they take the bicycle out, and to report any fault to the JCR Environment and Ethics Officer immediately should they notice any problems. If in any doubt about the condition of the bicycle, the User should check with the JCR Environment and Ethics Officer first before taking the bicycle out.
- IV. Lights will be provided for you but a helmet will not. It is your responsibility to wear a helmet and use the lights, as well as to comply with the Highway Code and the University and Oxford SU guidance on safe cycling. The JCR shall not be responsible, if you incur damage or injury either to yourself or to a third party.
- V. The period of usage begins at the time at which the bicycle is signed out at the Lodge and is deemed to continue until the bicycle key is returned to the Lodge.
- VI. The bicycles may be taken out for a maximum of five hours at a time.
- VII. The User will ensure that the bicycle is adequately secured to an immovable object when not in use, will not use the Bicycle under the influence of drink or drugs and will immediately notify the JCR Environment and Ethics Rep in the event of any loss or damage to the bicycle and/or its accessories.

- VIII. The bicycles may only be used by the person who has signed the bicycle out. If the bicycle or accessories are lost or damaged by a different user, the person who signed out the bicycle will still be charged for any damage or loss.
- IX. The bicycles may not be lent to or used by any non-member of Worcester College.

5. Damage

- I. The bicycles are not insured against liability the user may incur in respect of injury to a third party or property arising from usage of the bicycles. Any costs arising from damage caused to a third party or property is therefore the responsibility of the User.
- II. In the event of the Bicycle being lost or stolen the JCR reserves the right to call upon the User to pay the JCR the replacement value of the bicycle. However, should the bicycle subsequently be recovered in a useable condition, the JCR undertakes to refund the User as soon as possible.
- III. The User shall be solely responsible for any fines, impositions or other penalties caused by the use of the bicycle which violate any Acts of Parliament, Orders, Regulations or bye laws.

6. The JCR's Powers

- I. The JCR Environment and Ethics Officer will pay on behalf of the JCR for general maintenance of the bicycles, minor repairs and accidental damage incurred to the bicycles that was beyond the control of the User.
- II. The Environment and Ethics Officer may remove a User from this scheme if the User grievously or persistently breaches these Terms and Conditions.
- III. The JCR reserves the right to charge the User for damage and/or loss incurred by negligent use or carelessness to the bicycle and accessories.
- IV. Any decision to charge a user will be proposed by the JCR Environment and Ethics Officer and approved by the JCR President and Vice President, and the money will be batted by the JCR Treasurer.
- V. In the event of any ambiguity over whether a User should be charged for loss or damage the JCR President shall have the final say. Leniency towards Users of the bicycles is strongly encouraged, and fines should only be implemented if certain beyond reasonable doubt that the User should be charged.

I.....hereby agree that I am responsible for the Worcester College JCR bicycle for the duration of the borrowing period. Whilst I am borrowing the bicycle I agree to the terms and conditions of the scheme as set out above.

Sign:..... Date:.....