

Bleeper

Bleeper Public Bikes – Terms & Conditions

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1. Definitions

1.1 In the General Terms & Conditions outlined below, the stated terms will have the following meaning:

Accessory:	An accessory made available by Bleeper to the User for use by the User in accordance with these General Terms and Conditions.
Agreement:	The Agreement between Bleeper and the User for the use of the Bike by the User as well as any other Agreement between Bleeper and the User.
App:	The Bleeper smartphone app, which is downloadable from the App Store (Apple) and the Play Store (Google Android).
Bike:	The (electric) (cargo) bike(s) as specified in the offer, including accessories such as locks, batteries etc.
Bleeper:	The limited liability company BleeperBike Ireland Opco Limited. BleeperBike Ireland Opco Limited is a company registered in Ireland. Our company registration number is 601088 and our registered office is at 39 Northumberland Road, Ballsbridge, Dublin 4, Ireland.
Charge:	Any surcharge, cost, fee, compensation or other amount payable by the User to Bleeper in accordance with these General Terms and Conditions, other than the Rent.
General Terms & Conditions:	These general terms & conditions, including any appendices and schedules, as set out by Bleeper, which apply to your registration to and/or use of the Bleeper sharing scheme provided by BleeperBike Ireland Opco Limited.
Operating Zone:	The area within which the User can start or end a Bleeper trip. The Operating Zone is defined on the map in the Bleeper App.
Rent:	The amount owed by the User to Bleeper for the use of Bleeper bikes.
User:	Any natural person of 18 years or over who has registered to use the Bleeper service by providing us

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	with certain personal and payment details when registering for an account with us.
We / Our / Us	Refers to Bleeper.
You / Your	Refers to a user of the Bleeper service.
Workshop:	Bleeper's Workshop in Merchant Buildings, Merchants Quay, Dublin 8.

2. Contact Information

2.1 You can contact our customer service team by writing to us at customercare@bleeperactive.com.

2.2 Our website is www.bleeperactive.com

2.3 If we have to contact you, we will communicate through the app, email, phone, or by writing to you.

3. Bleeper Terms

3.1 These are the terms and conditions on which we offer bike hire and related products, services and digital content.

3.2 We reserve the right to refuse Bleeper membership at our complete discretion.

3.3 Please read these terms carefully. These terms tell you who we are and more information about our services and the charges applicable.

3.4 You must be aged 18 or over to set up a Bleeper account and hire a bike.

3.5 You agree that we will process all personal data in accordance with our Privacy Policy which you can read at www.bleeperactive.com/privacy-policy.

3.6 We reserve the right to suspend your account at any time for your suspected failure to comply with these terms and conditions.

3.7 We may amend these terms and conditions, our Charges and details of the Bleeper service from time to time. In these circumstances, you may be eligible for a refund of certain Charges that you have paid us in accordance with our refund policy.

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3.8 No staff member other than a company director has authority to make individual exceptions or amendments to your contract with us.

3.9 We will always try to run a reliable service. Sometimes our bike hire service will be unable to operate for reasons beyond our reasonable control.

3.10 We offer no guarantee that a bike will be available when needed. All bike hire is subject to availability.

4. Hiring and Returning Bikes

4.1 You may unlock a bike by scanning the QR code on the lock of the bike, or by using the reservation function for Bleeper's [ESB eBikes](#).

4.2 When you have finished riding the bike, you must park it at a Sheffield Stand public cycle parking space. If a bike is not parked in one of these cycle racks then it is either deemed mis-parked or lost. You must park your bike in a tidy, unobtrusive manner such that it does not obstruct pedestrian or vehicular traffic.

4.3 To park the bike, place it next to a Sheffield Stand cycle rack, loop the chain around the rack so that the bike is secured to the rack, engage the lock by sliding the locking bolt through the loop at the end of the chain, and tap on End Journey on the App. All bikes must be securely locked to the Sheffield Stand cycle rack.

4.4 When returning a Bleeper [ESB eBike](#) to its docking station, you must first slot the eBike into the docking station, then close the lock on the rear wheel, and then end the journey in the Bleeper app.

5. Bike Usage Charges

5.1 You must have a minimum of €2.00 credit on your e-wallet or have a valid membership to be able to unlock a bike.

5.2 We charge €1.00 to unlock a bike and €0.02 per minute when using the bike. Bikes which are parked in 'Pause Journey' mode continue to be charged but at €0.01 per minute as the bikes cannot be used by other users during this time.

5.3 Bleeper's [ESB eBikes](#) are charged at a daily rate and cost €10 per day to hire.

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5.4 You need to provide a valid debit or credit card, which is either a VISA, Visa Electron, Mastercard or Amex and which is accepted by us and from which we can deduct the Charges.

5.5 If your e-wallet goes into debit, we shall take payment from your payment card to bring your balance into credit.

5.6 During the period of you being a registered user, you agree not to cancel your payment card without first telling us and providing an alternative payment card from which we can collect the Charges.

5.7 Bleeper bonus credit is not transferable or refundable.

5.8 For Pay As You Go customers who wish to use the 'Pause Journey' feature, you must have more than €1.00 credit on your account. If you are using the last remaining €1.00 on your account you will not be able to stop mid journey and select Pit - Stop unless you top up again.

5.9 For Pay As You Go customers, your account credit is valid for a period of 12 months from the date of top up, after 12 months any remaining/unused credit will expire. No refund will be given in respect of any cancellation after the 14 day period from top up.

6. Memberships

6.1 Bleeper's Monthly Unlimited Pass permits a user to avail of an unlimited number of 1-hour journeys per day. Any individual bike journeys in excess of 1 hour, including 'Pause Journeys', will be charged at the Pay As You Go rates after the first hour. The cost of our Monthly Unlimited Pass, valid from 1st December 2021 is €17.50 per month.

6.2 A monthly subscription for Bleeper's [ESB eBikes](#) can be purchased for €30. This subscription reduces the daily cost of using the ESB eBikes to €5. (Without this monthly subscription the ESB eBikes cost €10 per day to hire.)

6.3 The memberships shall commence at the time of purchase.

6.4 The memberships shall automatically expire at the end of the relevant period. Upon expiration, you continue to be a registered user and have the option to purchase another membership or continue as a Pay As You Go user.

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6.5 You may cancel your membership to the Bleeper service at any time within 14 days of first becoming a member. If you cancel your membership early, we will deduct our fees for your use up to the point of cancellation, calculated on the basis of our standard usage fee as per Section 5.2. No refund will be given in respect of any cancellation after this 14 day period.

7. Period of Use

7.1 Bleeper bikes are available 24 hours per day, subject to Section 3.9 above

7.2 Bleeper's [ESB eBikes](#) must be returned to their station of origin before midnight on the day that they were hired.

8. Bike Faults

8.1 We ask that you carry out a visual inspection of the bike before unlocking it. Also, if you discover any problems with the bike once unlocked, you have three minutes from unlocking to return it to a recognised parking area. If you report the fault to us using the App you will not be charged in this instance, provided the bike is returned within the three minute grace period.

8.2 If you find a fault with the bike while cycling, please bring the bike to a stop when safe to do so and return the bike to the nearest recognised public cycle parking and lock it. Please report this fault to us on the app. We ask that you do not attempt to cycle the bike when there is a fault as this is neither safe for you nor for other road users.

9. User Obligations

9.1 You are responsible for keeping the bike safe at all times whilst it is in your possession or control.

9.2 You agree to use the bike safely and responsibly and in accordance with applicable laws and regulations including Irish Road Traffic Laws. A Bleeper bike is considered a pedal cycle under Irish Road Traffic Laws. Bleeper's [ESB eBikes](#) are also considered to be pedal cycles.

9.3 You shall comply with all policies we have in place from time to time regarding your bike hire and use of the Bleeper service.

9.4 You are responsible for all items you transport on a bike.

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9.5 You must return the bike in the same condition as when you unlocked it, except for fair wear and tear.

9.6 We may occasionally need you to provide us with information regarding your use of a bike. If requested, you agree to provide details of your full name and address and details of each specified bike hire, including in respect of your use of the bike and the route taken.

9.7 You are forbidden from using a bike if under the influence of alcohol and/or drugs.

9.8 Bleeper's [ESB eBikes](#) must be returned to their station of origin by midnight on the day they were hired. Failure to return the bike before midnight will incur a €20 penalty.

10. Bike Usage Restrictions

10.1 You must not:

10.1.1 allow any other person to ride the bike and you must not carry any passengers, including animals;

10.1.2 tamper with, modify or attempt to disassemble the bike in any way and you must not add any accessories or other additions to the bike;

10.1.3 damage the bike;

10.1.4 lock the bike other than in accordance with Bleeper's instructions;

10.1.5 use a bike for any business purposes;

10.1.6 load the bike with a total weight of more than 120 kilograms;

10.1.7 carry any illegal or dangerous objects;

10.1.8 use the bike in a reckless or dangerous manner and you must not use the bike for any kind of stunts or tricks; or

10.1.9 use the bike in connection with any illegal, immoral or disorderly conduct.

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11. Insurance

11.1 You are not insured by us to use Bleeper bikes or ESB eBikes and you do so entirely at your own risk. It is advised that you take out your own public liability and personal insurance if you do not have such policy already in place.

12. Other Charges

12.1 If you damage a bike, either by misuse or by not parking the bike correctly resulting in vandalism and/or theft, we will charge you a repair fee, payable on demand, of up to a maximum of €500.

12.2 If you lose a bike, either by misuse or by not parking the bike correctly resulting in theft, you shall immediately pay us €500.

12.3 If you fail to park a Bleeper at a designated parking location we will charge a retrieval fee payable on demand, of up to a maximum of €250. Further details on parking fines can be found here: <https://www.bleeperactive.com/parking-fines>

12.4 If you fail to return a Bleeper [ESB eBike](#) to its station of origin by midnight on the day you hired it, you will be charged an initial €20 penalty.

12.5 You hereby authorise us to deduct such payments from the payment card registered to your Bleeper account.

13. Complaints and Disputes

13.1 Complaints and disputes are handled according to our Complaints Handling Policy. We have 14 days to reply to an initial complaint. You agree to provide us with any information we may request to help in our investigation.

13.2 These terms and conditions shall be governed by Irish Law.

13.3 If a dispute arises between you and us and you want to take court proceedings, you must do so at a court in the Republic of Ireland.

14. Further Information

14.1 Only you and we have rights under these terms and conditions. No other person shall have any rights under these terms and conditions.

14.2 You may not transfer any of your rights under these terms and conditions to any other person.

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15. Choice of law and authorised court

15.1 Irish law applies to all relations between Bleeper and the User.

15.2 Disputes between the parties about the Agreement or about acts in connection with the Agreement will only be submitted to the authorised court in the district of Dublin.

16. Changes

16.1 Bleeper is authorised to change these terms and conditions. Bleeper must inform the User of the new general conditions before they come into effect. If the amendment means that the User is faced with an amendment that deviates substantially from the original, they are entitled to terminate the Agreement from the date on which the changed conditions take effect.