

University Bike Park

Terms of Use

1. Criteria for Entry

- 1.1 The University Bike Park is available for:
- All employees of the University ;
 - All students of the University;
 - Anyone not employed by the University but occupying property leased to them by the University such as Students' Union, MRC and the NHS;
 - Lay members of University Committees;
 - Non-University staff contracted to the University for a month or longer.
- 1.2 The Park is available for push cycles including regular two-wheeled cycles, electric cycles and cycles with panniers, child seats and baskets (up to a maximum weight of 25kg on the top racks)
- 1.3 The Park is NOT suitable for three-wheeled cycles, tandems, cycles with trailers and similar. These can be parked at any of the Sheffield-type stands on Campus
- 1.4 The Park is unsuitable for use by disabled cyclists who cannot negotiate the stairs. Accessible spaces are available and labelled on Campus
- 1.5 Users must register to use the Park and be granted swipe access on their University access card.

2 Applications for Access to the Cycle Park

- 2.1 All applications for access to the Park are to be made to the Car Parking Office using the application form.
- 2.2 Space in the Park is limited to 300 spaces. The provision of access to the Park does not guarantee a space.
- 2.3 The Head of Security may refuse to permit you to park the cycle if, in his opinion, the safety of any other person using the Park, or the security of the Park or its contents, would be put at risk by storage or continued storage of such a cycle.
- 2.4 This agreement shall not create a tenancy or lease or similar agreement.

3 Bike Park Conduct

- 3.1 All cycles must be locked to the rack using an appropriate lock
- 3.2 Cycles must be parked considerately in a designated bay and be parked so as not to take up more than one designated bay
- 3.3 No smoking in the Park
- 3.4 No cycling on the Podium steps, ramp or within the Park

- 3.5 Locks may not be left on the racks when not in use. They may be cut and removed by Security staff at the owner's risk
- 3.6 No other items should be left in the Park other than a bike. Any items that are deemed a fire risk will be removed.
- 3.7 Cycles must not be continuously stored in the Park for longer than 7 consecutive days
- 3.8 The Park is covered by CCTV for the purposes outlined in the University CCTV Codes of Practice
- 3.9 All personal possessions left on the bicycles are left at owners risk
- 3.10 Should you damage another cycle or any part of the Park, you must report the matter immediately to a member of Security staff
- 3.11 No cycle shall obstruct any access or circulation areas within the Park or any access route
- 3.12 Litter must be placed in the proper receptacles provided for this purpose
- 3.13 There shall be no unauthorised carrying out of any activity in connection with the selling, hiring or other disposal of cycles in the Park
- 3.14 Other than cycle owners carrying out emergency repairs (such as repairing punctures) maintenance involving dispensing of oil or other lubricants is strictly forbidden.

4 Removal of Cycles

4.1 The Security staff are authorised to ask the cyclist to remove a cycle which they regard as being improperly parked.

Where the Security staff consider any cycle is in a dangerous position or causing an unnecessary obstruction, they are authorised, without incurring any liability for any attendant damage in so doing to cause the removal of the cycle in the absence of the cyclist. This will include, but will not be limited to:

- parking in a non-designated space;
- parking across more than one space;
- inappropriate use of the racks;
- locking their bicycle to another person's cycle (without permission);
- obstructing access to other racks and/or the walkways/ doors

4.1.1 The University additionally reserves the right, where the Park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency, to remove any cycle at any time to any other reasonably convenient cycle park within the University's control or otherwise as may be expedient

4.2 The University reserves the right to handle your cycle (and to use force if necessary) in such a manner as we think necessary without being liable for any damage caused to facilitate the exercise of the rights given to us under these Terms of Use or to abate any nuisance caused by your cycle

4.3 Cycles that are suspected of being abandoned will be tagged with a warning notice and removed after 7 days. Unclaimed bicycles will then be stored for three months before being donated to charity. Before proceeding with the disposal of an abandoned cycle, we will:

4.3.1 make reasonable enquiries with a view to identifying and contacting the keeper of the bicycle in question; and

4.3.2 give 7 days notice of our intention to dispose of the cycle to the keeper by post addressed to the keeper's last known address.

5 Claims

5.1 Should your cycle suffer damage or destruction while in the Park, or should you lose the cycle or any personal possessions left in or on your cycle whilst it is in the Park, you are requested to :

5.1.1 immediately inform a member of Security staff of the occurrence

5.1.2 in case of theft, immediately inform the Police, and promptly notify your insurers.

5.2 If you feel that you have a claim against the University for any loss, destruction, damage or theft of the cycle or any personal possessions left in or on your cycle, you should, within seventy two hours of the discovery of such loss, destruction damage or theft, give written notice containing full details of the occurrence to The Car Parking Office. Please note that before submitting such a claim, you are requested to review Condition 8 of these Terms of use to satisfy yourself that the subject matter of your claim falls within our areas of responsibility.

6 Complaints regarding these Terms of Use are to be submitted to the Car Parking Office in writing.

7 Communication

7.1 A copy of these Terms of Use is available on the Estates and Facilities Management Division web site

7.2 All Members of the University will be deemed to be aware of the Terms of Use and any infringement will be treated as a breach of University Regulations, rendering the Member liable to disciplinary action under the University's disciplinary procedure, which will also include a right of appeal.

8 Liability

8.1 The University does not accept any liability for any loss destruction, damage, or theft to or from any cycle save as required by law, and

8.2 The University does not accept liability in respect of the death of or any personal injury sustained by you in the Park or on Campus, unless it is proven to be caused by the negligence, willful misconduct or breach of statutory duty of us or our employees or agents.