

Policy concerning the use, lending and maintenance of the cargo bike

1. Introduction

For years there have been problems with moving goods for Van-der-Waals activities. These goods are for example groceries for lunch lectures or diners. Sometimes a car is borrowed from a board or committee member, which leads to high fuel costs and financial risks. In addition there are often situations where no car can be borrowed. This was solved by borrowing cargo bikes from other (study-) associations.

A contract has been signed by Exxonmobil, which allows for the purchase of a completely sponsored cargo bike. Exxonmobil will pay for a second-hand cargo bike including a print of the Exxonmobil logo and the logo of SVTN "J.D. van der Waals". The purchase of this cargo bike costs € 695.-. In addition, there are € 50.- transport costs. The print will cost € 147.- and the lock will cost € 39.99. This sums up to a total purchase cost of € 931.99. For this, Exxonmobil will pay € 1000.- which means the cargo bike is fully sponsored.

2. Definitions

- When this policy refers to "Van der Waals", the SVTN "J.D. van der Waals" is meant.
- When this policy refers to "cargo bike", the cargo bike including print, the chain lock, the frame lock and the corresponding keys is meant.
- When this policy refers to "User", the user of the cargo bike is meant.
- When this policy refers to "the board", the board of SVTN "J.D. van der Waals" is meant.

3. Users

The cargo bike is only lent to specific users. The User is at all times responsible for what happens during the loan period. There are three types of users:

1. Internal User: an internal User is a Van der Waals member, who uses the cargo bike for a Van der Waals activity.
2. Internal group User: an internal group User is a Van der Waals member that borrows the cargo bike for a private activity on behalf of a group connected to Van der Waals (for example the Borrel committee, or a fraternity or sorority).
3. External User: an external User is a board member from another (study)association who borrows the cargo bike for an activity of the corresponding association.

It is not allowed to lend the cargo bike for personal use for anyone. (Board members are also Van-der-Waals members, so the same rules apply.)

4. Use

When the cargo bike is lent, it is assumed to be used in a normal manner. In a normal manner means: the User behaves according to traffic rules, the bike is locked in a correct manner (see section 4.1) when it is parked away, the cargo bike is not burdened with more than 100kg and no alcoholic beverages are allowed to extend above the container. When the cargo bike is not used in a normal manner, the User is completely liable for damage done to / by the cargo bike.

4.1 Parking

When the cargo bike is not lent, it will be parked in the bike parking lot of Flux. The cargo bike can be parked in the parking lot inside the fences below flux, in the bicycle stand closest to the wall. Here

the frame has to be secured to the metal bicycle stands with the chain lock and the frame lock has to be locked as well.

When the cargo bike is lent, it has to be locked correctly when parked. This means that the frame lock is locked, as well as that the frame is secured to an object fixed to the ground with the chain lock.

4.2 Lending

For lending the cargo bike, the following priority order applies:

1. Internal User (reservation possible maximum 1 month ahead of borrowing)
2. Internal group User (reservation possible maximum 1 month ahead of borrowing)
3. External User (reservation possible 1 maximum week ahead of borrowing)

A request to lend the cargo bike can be done by contacting the board. The board will keep track of the lending scheme and will check whether lending the bike is possible. As soon as the request is confirmed by the board, the reservation is definitive. As soon as the reservation is definitive, the bike cannot be lent at the same time to another party, even if the party is higher in the priority order. For a lend request, at least the following has to be mentioned: the contact data of the User, the loan period and the intent.

The priority order is of interest when the board foresees a problem where multiple parties are likely to request for a loan period.

4.3 Damage / theft

In case of damage to the cargo bike, this has to be paid by the User. The only exception to this is when the cargo bike is damaged during the use of an internal User, while this User is not responsible for the cause and this User has used the cargo bike in a normal manner. Damage caused by another User always has to be paid by the User. The board checks the bike when it is returned and makes agreements about reparation costs and a reparation timeframe with the User. The User is responsible to have the reparation(s) carried out. If there are disagreements between the board and the User, a disputes committee can be called upon. The disputes committee consists of a non-partisan Van der Waals board member, an uninvolved Van der Waals member, and a person that both parties, Van der Waals and the User, agree upon. The decision of the disputes committee is binding.

In case of theft, the replacement cost of the cargo bike has to be paid by the User to Van der Waals. The only exception to this is when the bike is stolen during the use of an internal User, while the cargo bike is correctly locked. The User then has to return both the keys and file a report to the police. The correct locking of the cargo bike has to be proven by means of a picture of the secured bike. In case of a disagreement, a disputes committee can be called upon.

In both cases of damage or theft, the board will update the GA via an announcement.

The replacement cost of the cargo bike has been established to be the purchase cost of € 931.99 where yearly 15% point is subtracted. After 5 years, the replacement cost of the cargo bike will be established to € 250.

In case the cargo bike is not clean when returned, cleaning costs will be charged to the User.

5. Maintenance

The cargo bike has to get a maintenance job every other year, at the cost of about € 100. Therefore, a reservation of € 50 is made every year. In addition, the cargo bike has to be checked by a board member to see if maintenance measures have to be taken every time the cargo bike is returned. This could for example be the inflation of the tires.

5.1 Insurance

The cargo bike will not be insured. This has multiple reasons:

- A second-hand cargo bike cannot be insured.
- A cargo bike insurance is quite expensive, after three years, more than half of the purchase cost of the cargo bike has been paid for the insurance.
- An insurance has to be taken in name of a person, so not an association. This means that a member has to pay instead of the association. This would be an undesirable situation.

6. Final provision

Amendments to this policy have to be approved by a GA of Van der Waals. In case this policy does not provide, the board decides what happens. In case the User does not agree with this decision, the decision can be proposed to a disputes committee. The decision of the disputes committee is binding.

This policy is complemented by the loan contracts. The board is responsible for drawing up a topical version of the loan contract. In addition, the board is responsible for the signing and archiving of the loan contracts. Amendments of the loan contracts need to be approved during a board meeting (BV).