



CERN CAR-SHARING SERVICE CONDITIONS OF USE

Prepared by: S. Blanchard, G. Bollinger [Author/s]	Date: 2023.03.31
Approved by: C. Garino [GL]	Date: 2023.03.31
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1 INTRODUCTION

The purpose of this document is to define the conditions of use of CERN cars in the framework of the CERN car-sharing service (the "Service").

The CERN car-sharing service (the "Service") provides authorised persons, as defined below (the "Clients"), with CERN cars on a self-service basis. A fleet of cars belonging to or rented by CERN, is made available in the framework of the Service at different stations.

All bookings must be ended at the same location where the booking started.

The Service is available 24/7, with maximum booking of 12 hours, and planification in advance until 7 days.

The Mobility centre will handle all requests concerning the Service:

Building 6167

Telephone: 022 767 2228

Email: car.sharing@cern.ch

Opening hours: Monday to Friday, from 8 a.m. to 5 p.m.

2 GENERAL CONDITIONS OF USE

The Service is available to Clients in the framework of their activities at CERN and for professional use only: use of the cars for personal purposes is strictly forbidden.

All Clients must ensure that they have adequate health and public liability insurance before using the Service.

In addition to these Conditions of Use, the use of CERN cars is also governed by the provisions of [Operational Circular No. 4](#) (Use of Vehicles Belonging to or Rented by CERN).

Any Client wishing to use the Service must have their [driving authorization](#) validated. This condition is mandatory to access to the Service

In all circumstances, use of the Service requires authorisation by the User's Department Head or team leader ([CERN driving authorization](#) – plus a [Mission order](#) if the car is to be driven outside the authorised perimeter – plus an authorisation of journey CERN/place of residence).

Any Client wishing to use the Service must first download the following [Application](#) (IOS or Android).

Once they have made a reservation, Clients are bound by the conditions set out in this document. Failure by a Client to abide by these conditions may result in disciplinary action as defined in [the Staff Rules and Regulations](#) (or, in the case of a contractor/contractor's personnel, any such failure shall constitute a breach of the contractor's contractual obligations and the Organization shall hold the contractor liable for the breach).

In case of "no shows" (i.e. when the car is booked but not used), abusive reservation time, no return of the car on time or to the station of origin, then a misuse reminder will be sent to the Client. After two reminders for misuse of the Service, the Mobility Center reserves the right to revoke the Client's access to the Service and the Client will be suspended from being able to access the Service for 3 months.

In the event of any damage, loss or theft of a car caused by a Client, all the associated expenses will be charged to the relevant budget codes according to the current pricing schedule (see Section 6).



Mobile phones (personal and professional) and login credentials for the app to access the cars are strictly personal and non-transferable. Neither the credentials nor personal mobile phones can be lent, rented, or otherwise transferred to another person to use the Service.

Clients can download a copy of this conditions of use when they log in to the app and must be aware of the latter.

3 THE SERVICE

3.1 Available Equipment

CERN will supply a fleet of 35 cars for this Service. This number of cars might evolve over the time.

3.2 Service Subscription

CERN has selected a [car-sharing service](#) partner for this Service.

The service subscription app is free and can be download either for Android or IOS mobile phones.

Data about the Client's use of the Service will be processed by the service and CERN in accordance with their respective data processing policies. Please refer to the related Service [Privacy Notice no 00132](#).

Instructions for using the Service and the conditions that govern its use are provided when the subscription application is issued. All useful links are available directly in the application on the information menu (i.e. contact, FAQ, etc...) and can also be downloaded from the [SCE webpage](#).

Note that, as part of the subscription terms, Client accepts to be responsible for the equipment they borrow in the event of its damage, loss or theft while on loan to them, including to be responsible for paying any deductible applied by the Service in connection with such damage, loss or theft (see in particular point 6, below, "DAMAGE, LOSS OR THEFT OF THE CAR").

During CERN's Mobility Centre's opening hours, the Mobility Centre will be the first point of contact for all questions regarding the Service, otherwise calls will be transferred to the "hotline"(Mon-Fri, 17:01 to 7:59 and Sat-Sun 24/24).

3.3 Pickup drop-off locations and where to find the equipment

Cars must be picked up and returned to the same station.

The pickup / drop off points locations are available in the Glide App: <https://app.glide.io/>



3.4 Prices

The use of the Service is covered by a central CERN mobility budget for promoting the transition towards a better use of mobility resources, sharing of assets, and is offered free of charge to the Client (save for as required under these Conditions and the terms of Operational Circular 4 (e.g. individual consequences arising from a failure to observe national laws and regulations while using the Service)).

4 CARE AND MAINTENANCE

Prior to using any CERN-supplied equipment, and particularly because of the shared-use of the Service, all Clients shall make basic initial checks of the car they will be using to ensure that it is in proper working order, verifying that:

- No apparent damage of the car can be seen;
- The tires seem to be in order;
- No particular unusual noise can be heard while driving.

In case any of the above are not met, the Client must immediately contact the Mobility Centre.

It is also a mandatory obligation on the Client to mention any damage they notice on the car at the time that they collect it or during their period of using it, by taking pictures and submitting them via the Service application. Failure to mention any damages may result in financial consequences for the Client's budget code, and/or the revoking of the Client's access to the Service for 3 months.

CERN undertakes the maintenance of vehicles and reserves the right to block any cars on any dates and times to perform the required checks and maintenance of the cars.

While using the Service, Clients must also:

- increase their braking distances in bad weather conditions;
- adjust the inside and outside mirrors and seat to their body morphology.

5 FAILURE TO OBSERVE NATIONAL LAWS AND REGULATIONS TRAFFIC LAWS / SAFETY

Each Client undertakes to comply with all applicable road traffic regulations and, if they receive a fine for an infraction, they undertake to take personal responsibility for it.

To this end, Clients must be familiar with and strictly adhere to the applicable road and traffic regulations applicable in the territory in which they are driving, and their use of the Service is deemed to be an affirmation by the Client of such regulatory familiarity.

The Client shall bear any consequences that arise in the event of their failure to observe applicable national laws and regulations while using the equipment. If legal proceedings are instituted by the national authorities, the Legal Service shall inform the Client, their Head of Department, the Head of the Human Resources Department, and the Host State Relations Service, which shall take any steps deemed appropriate in the circumstances. Similarly, contractors shall indemnify and hold CERN harmless from any liability in respect of legal proceedings instituted by the national authorities for any failure by the contractors to observe national laws and regulations.



Clients must always carry on their persons when using the Service:

- their valid driving license;
- their valid passport or identity card (with visas if necessary);
- a valid CERN attestation issued by the Users' Office, or valid "legitimation" documents issued by the Swiss and French authorities.

6 DAMAGE, LOSS, OR THEFT OF THE CAR

Clients shall take every precaution to ensure that the car is not damaged, stolen or otherwise mistreated while it is under their responsibility. Clients are responsible for their conduct, handling, and possession of cars for the whole time that it is loaned out to them.

In the event that a car is stolen, the Client must follow the instructions set out in the document "[Compulsory declaration of the disappearance, loss or theft of property and a serious incident](#)" (CERN/DG-RH/17306, updated on 27 April 2014).

Misconduct or misuse of the equipment may result in disciplinary action (as defined in the Staff Rules and Regulations) against the individual(s) concerned, or, for contractor personnel, a liability for the contractor.

Clients shall not make the cars available to anyone else and doors must always be locked when the car is parked and unattended. The Client is responsible for all damage caused to the car because of serious negligence or improper use.

The cars are insured as CASCO and the insurance deductible is 500 CHF which will be debited from the Client's budget code/passed on to the contractor in case of damage.

7 BREAKING THE RULES

If the rules are not observed, individual Clients risk having their access to the Service revoked.

8 ASSISTANCE, ACCIDENTS AND INSURANCE

In the event of a need for assistance while using a car (e.g. break down, flat tire, battery, etc...):

- During working days and opening hours (Monday to Friday, from 8 a.m. to 5 p.m.): please contact the Mobility Centre.
- At all other times, please contact the CERN Insurance Assistance Service via the freephone numbers detailed in the vehicle documents (visible also on the green label):
0800 55 50 05 from Switzerland
+41 44 746 2395 from abroad

Assistance with the Service application (access to the cars, booking modifications, on-board computer, etc.):

- During working days and opening hours (Monday to Friday, from 8 a.m. to 5 p.m.): please contact the Mobility Centre.
- At all other times, please contact the hotline 24/7 assistance:
+33 08 05 08 03 22 from Switzerland
+41 08 00 56 14 41 from abroad



As stated above, all Clients must ensure that they have adequate health and public liability insurance before using the Service.

In the event that you are involved in an accident on or off CERN site while using the scheme, you must follow the procedure set out in Chapter V, Part III of Operational Circular no 4 "[Use of vehicles belonging to or rented by CERN](#)".

All accidents must also be reported accordance with the applicable CERN accident reporting procedure: ([CERN Admin e-guide](#)).