

## CONTRACT BETWEEN DOYOUBIKE AND UVcicle BIKE USER

<b>Date:</b>	<b>Location:</b>
<b>Personal Details</b>	
Name and surname:	
University affiliation:          Student          -          PAS          -          PDI          -          PIF	
Identification or passport number:	
Telephone number:	
E-mail:	
Account number:	
Degree:	
Academic year:	
<b>Details of the Bike (to be completed by Doyoubike)</b>	
Bike number:	
Padlock number:	
<b>Notes and observations:</b>	

1. **Doyoubike**, in collaboration with the University of Valencia, loans the **USER** a new Conor Sunday bike, as per the detailed technical specifications to be found in Appendix 1, with its accessories and with two padlocks.
2. The bike on loan is for personal and non-transferable use only and is may not be the subject of trade or economic compensation or any other sort of transaction. The **USER** is wholly responsible for all personal and third party damage caused by the bike while in their possession; the bike is used by third parties at your own risk. If there is no evidence to the contrary, it is presumed that the bike used by third parties in the duration of the loan is done so with the permission of the beneficiary. The **USER** agrees to safeguard the bicycle, keep it in good condition and abide by the rules of the road.
3. A prerequisite to the formalization of the contract will be that the **USER** presents a form of identification and pays 90 euros as a deposit, which will be returned at the time when the bike and any other material on loan are returned in good condition.

4. The duration of this loan contract starts from day the bike is claimed and finishes a maximum of 10 months later, deadline by which the **USER** must return the bike to the **Doyoubike** offices within opening hours.
  
5. The **USER** is obliged to:
  - a. Keep the bike in good condition at all times and make proper use of it, in compliance with current standards, and drive with care.
  - b. Comply with the UV regulations, set out in the User Manual available at [www.uv.es/SSSQA/mediambient/mobilitat](http://www.uv.es/SSSQA/mediambient/mobilitat)
  - c. Inform the organization of any mechanical fault with the bike, robbery, or of any other incident during the loan.
  
6. In case of mechanical fault, incident or the need for maintenance, the **USER** will take the bike to any of the **Doyoubike** workshops for the relevant repairs.

Free services for the **USER**:

- Adjustment of moving parts: headset, bottom bracket shell and wheel axles when necessary. Adjustment of brake and gears (not including replacement parts where damage is caused by misuse or accident).
- Labour to replace punctured inner tyre tubes (not including the cost of the inner tyre tube).
- Renewal of brake pads where necessary.
- Up to 2 replacement wheel covers when necessary.
- Faults due to normal use or wear and tear of the bike at the discretion of the workshop mechanic.

In case of repairs undertaken by establishments unrelated to **Doyoubike**, the **USER** is responsible for any incidents this may entail.

The **USER** is responsible for the following expenses:

- The cost of replaced inner tyre tubes (**Doyoubike** will cover the cost of labour).
- Damage and imperfections caused by misuse or by other chance occurrences (collisions, falls, dents...) according to the judgment of the workshop mechanic.
- The loss, theft or damage of and to any accessory of the bike.

- Fines for traffic violations and other offences related to the use of the bike during the loan period.
- Any other cost related to the public liability of the user.

7. The loan of the bike and all its components will entail no cost for **USER**, aside from the deposit. The bikes will be loaned in perfect condition and therefore must be returned in the same condition.

In cases of damage, breakage or loss of rented equipment due to negligence or involuntarily, the costs entailed will be deducted from the deposit, except for damage caused by normal wear and tear on the bike which will be at the discretion of the workshop mechanic.

In cases of loss, robbery or theft of the bike, **Doyoubike** will terminate the contract and keep the deposit of 90 euros and may also claim up to 80 euros additional compensation.

At the end of the loan period, the user will return the bike to any of the **Doyoubike** shops. Once the bike has been returned, the 90 euro deposit will be returned to the user in accordance with the terms and conditions laid out in this contract.

To facilitate the return of the deposit, the **USER** should contact the **Doyoubike** offices one day before returning the bike. The user can do this by telephone, e-mail or in person at any of the **Doyoubike** shops, giving their name.

Once the deposit has been returned, the user will receive a questionnaire to evaluate their satisfaction with the service received and to state any problems they experienced during the loan period.

8. In case of loss, robbery or theft, the **USER** must report the incident to the police and notify **Doyoubike** in the week following.
9. In case of late return without a justified reason, there will be a 10 euro charge per week deducted from the deposit, which will continue until the deposit has been consumed.
10. Data provided by the **USER** will be kept on **Doyoubike** files in accordance with the Organic Law 15/1999 on Protection of Personal Data (LOPD), 13<sup>th</sup> December.

The information obtained will be processed exclusively for the purposes of the bike loan and related administration. The data will be shared with the University of



Valencia in order to verify that the beneficiary qualifies for the loan and so that it may publish the beneficiaries names in its resolutions.

The personal data will be treated with the degree of protection established by the Royal Decree 1720/2007, 21<sup>st</sup> December, approving the Regulation that rolls out Organic Law 15/1999, on Protection of Personal Data, December 13<sup>th</sup>, and necessary precautions should be taken to ensure the confidentiality and the integrity of information.

Interested persons can exercise their rights of access, rectification, cancellation and objection, in compliance with the provisions of the aforementioned Organic Law on Protection of Personal Data (LOPD), before **Doyoubike**.

11. Legal costs associated with the breach of this contract by the **USER** will be paid by the **USER**. Both parties are subject to the jurisdiction and competence of the judges and courts of Valencia, expressly waiving any other jurisdiction that may correspond to them.

12. Contact details of **Doyoubike**: [www.doyoubike.com](http://www.doyoubike.com)

E-mail: [uvcicles@doyoubike.com](mailto:uvcicles@doyoubike.com)

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