

UVcicles PROGRAMME FOR THE LOAN OF BICYCLES TO STUDENTS OF THE UNIVERSITY OF VALENCIA FOR THE YEAR 2011-2012

1. Description

This University of Valencia programme aims to enable the loan of 100 bicycles by a collaborating institution to University of Valencia students.

The user will provide a deposit of 90 euros to the collaborating institution. This amount will be refunded when the bicycle is returned, according to the provisions stated in Appendix 2.

Each beneficiary will receive a city bike and two locks for use during a period of no more than 10 months. The bicycle's technical specification can be found in Appendix 1. This loan also includes the maintenance of the bicycle during the period under the terms specified in Appendix 2.

The University of Valencia supports this action as part of the Sustainable Campus Project and receives financial support from the Spanish Ministry of Education via the **VLC/CAMPUS** International Campus of Excellence's Mobility and Sustainable Transport Plan.

2. Operation

In collaboration with the University of Valencia, the bike shop **DoYouBike S.L.N.E. (Doyoubike)** will loan the bikes and will offer delivery, collection and maintenance services to those beneficiaries authorized by the University.

3. Requirements for applicants

Applications can be made by students enrolled on official degrees at the University of Valencia, as well as by exchange students. In all cases, applicants must be enrolled to study at least 45 credits in the 2011-2012 academic year during the period of the loan.

If demand by students is inferior to the number of bikes available, those remaining will be offered to University staff (PAS, PDI and PIF).

4. Applications

The terms and conditions set out here can be downloaded from the University of Valencia website:

www.uv.es/SSSQA/mediambient/mobilitat

Within the periods established by this programme, the applicant should where possible submit their application via the UV online services homepage:

<http://entreu.uv.es>

...using the *Usuari genèric universitari* account. A brief form will appear where you should fill in your details.

Data provided by applicants must be true. If they are false, the applicant will not be allowed to participate in the programme and will lose their rights to the bicycle, which will instead go to the first applicant on the waiting list.

Students who submit an application grant the University the right to enter their academic record in order to attain the information necessary to make its decision.

Students can apply for a bicycle from the 24th of October to the 13th of November 2011. If the demand is inferior to the total amount of bicycles available, staff (PAS, PDI and PIF) may apply from the 14th to the 27th of November.

If applications are not made electronically, they can be submitted at the public registry offices referred to by Article 38 of Law 30/1992 on the Legal System applicable to Public Administration and the Common Administrative Procedure, 26th of November.

5. Resolution

The *Vicerektorat de Sostenibilitat i Infraestructures* (Office of the Vice-Principal for Sustainability and Infrastructures) will announce the names of successful applicants. Applications will be granted by order of submission, provided they meet the requirements. Partial resolutions will be published on the website throughout November:

<http://www.uv.es/SSSQA/mediambient/mobilitat>

The University will contact beneficiaries by e-mail using their University e-mail accounts. Beneficiaries must confirm that they accept the bicycle within 7 calendar days starting from the

date of online publication of the resolution that names them. To do this, they must pay the deposit to the provider. At that moment, they attain the status of full beneficiaries. If payment is not made during this period, the applicant loses their status as beneficiary, and the University contacts the next applicant on the waiting list, according to the criteria of evaluation stated in this document.

The bikes can be claimed at DOYOUNBIKE stores located in:

Doyoubike Primat Reig: C/ Pobla Llarga, 13 Tel: 963 387 008

Doyoubike Av. Port: Avgda. del Port, 141 Tel: 963 374 024

Simply by participating, applicants accept the terms and conditions and the University criteria regarding the resolution of any question resulting from this loan.

The period for appeal against the results ends one month after publication. Claims must be filed via a letter to the *Vicerektorat de Sostenibilitat i Infrastructures* of the University of Valencia.

6. Incidents

The *Vicerektorat de Sostenibilitat i Infrastructures* (Office of the Vice-Principal for Sustainability and Infrastructures) will resolve any incidents that may occur.

The *Vicerektorat de Sostenibilitat i Infrastructures* has the power to issue additional rules where necessary for the normal evolution of proceedings and may interpret the terms and conditions if questions arise about the scope or meaning of any of its precepts.

7. Users' obligations

Before receiving the bike, the user must sign a contract with DOYOUNBIKE. The University has agreed that this company will undertake part of the operation of the bicycle loan programme. Contract terms and conditions can be found in Appendix 2.

The user agrees that they will evaluate their experience at the end of the loan period.

If a beneficiary ceases to be enrolled at the University of Valencia or loses their status as a student or employee of the University, they must inform the *Vicerektorat de Sostenibilitat i Infrastructures* (Office of the Vice-Principal for Sustainability and Infrastructures) and return the bicycle immediately.

The University is not responsible for the use the beneficiary makes of the bicycle or for any damage caused by it either to the beneficiary or to others.

In no circumstances shall the University be liable for any services of any other body whose participation may be necessary in order that the beneficiary enjoy the bike on loan.

The University is not responsible for any loss, damage, theft, delays or other circumstances that may affect the progress of the application, or the loan, for and of the bicycle.

8. Breach

If the beneficiary violates any of the terms and conditions of this loan, the bike will be reclaimed and conceded to the first applicant on the waiting list, who will be equally obliged to comply with these rules.

The University, in addition to retaining the deposit, reserves the right to take the actions it considers necessary and apply the disciplinary sanctions it considers appropriate to the beneficiary for breach of their obligations as stated in the terms and conditions of this programme.

The expenses deriving from the beneficiary's failure to honour the obligations contained in this document will be paid by the beneficiary.

9. Appeals

Against the terms and conditions of this programme, which exhausts the right to appeal through administrative channels, and regardless of its immediate execution, interested persons can appeal for judicial review before the Court for Contentious Administrative Proceedings, Valencia, within two months from the day following the publication of this resolution, and which exhausts the administrative process as stipulated by Articles 8.3, 46.1 and 14.1 of Law 29/1998 regulating Jurisdiction in Contentious Administrative Proceedings, July 13th.

However, interested persons may choose to bring against this agreement a motion for reconsideration, within one month, before the Governing Council [of the University]. In this case, they may not lodge the previously mentioned administrative appeal while no express or implied resolution regarding the motion for reconsideration has been published, in accordance with the the stipulations of Articles 116 onwards of Law 30/1992 on the Legal System applicable to Public Administration and the Common Administrative Procedure, 26th of November.

10. Information about data protection

Data supplied by the persons concerned will be included in the information systems of the University of Valencia, in accordance with the Organic Law 15/1999 on Protection of Personal Data (LOPD), 13th December.

The information obtained will be processed exclusively for the purposes of administering the present programme. Once the beneficiaries have been named, the data will be passed on to DOYOUNBIKE, SLNE to help administer the loan of the bicycles which were the object of the application. To clarify, the University only administers the selection of beneficiaries. DOYOUNBIKE will be responsible for the rest of the operation, and beneficiaries will sign the contract in Appendix 2 with this company.

The personal data will be treated with the degree of protection established by the Royal Decree 1720/2007, 21st December, approving the Regulation that rolls out Organic Law 15/1999, on Protection of Personal Data, December 13th, 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 the *Servei de Prevenció i Medi Ambient* (Health and Safety and the Environment Service) of the University of Valencia (Avinguda de Menendez Pelayo 3-5, entresòl, 46010 València).