BICYCLE RENT REGULATIONS npo studentENmobiliteit

Article 1. Conditions	Bicycles are only let to students who are registered in higher education in Gent or at the Gent University and who can submit a valid student card. At registration the candidate-hirer has to carry his/her identity card , student card and Belgian bank account number . A student can hire only one bike . The bicycle is used for cycling in Ghent (exeption: foldable bike)
Article 2. Responsibility Article 3. The use	The bicycle remains property of the npo studentENmobiliteit. Resale or sublease is prohibited, the hirer is always liable for observing the rent regulations, even if the bicycle is used by a third person. The bicycle will be used 'with due diligence'.
Article 4. Accidents	The npo studentENmobiliteit is not liable for possible accidents when cycling.
Article 5. Unlocked bicycle	When the bicycle is left unattended, all the provided locks will be used in order to prevent theft. Any unattended and unlocked bicycle (wheel lock, chain lock, U lock) will be seizured. The bicycle will be returned after paying a compensation fee of 10 EUR(second time 20 euro, third time 30euro) and 25 EUR when the key is still on the lock. Any neglected bicycle may be collected by the npo studentENmobiliteit (also at the private area's of the school) during the entire rental period. Hirers can retrieve their bike at the central bike renting venue (Max. 2 months)
Article 6. Theft	Loss or theft of the bicycle is to be reported to the Local Police and the bike rental agency within 24 hours after notification. Within five working days after reporting the loss or theft, the report number as well as a copy of the report and the keys of the matching bicycle locks are to be personally delivered to the npo studentENmobiliteit. If the described procedure has been followed correctly and the hirer has an insurance, the bike will be replaced (only once) during the remainder of the rental period. However, the hirer will have to pay a new caution of 60 EUR. When failing this procedure or when the hirer doesn't has an insurance, the hirer will pay a lump reimbursement of 175 euro single or 6 speed bicylce and 275 euro for a 3 speed bicycle or foldable bike. The rental caution will be withheld. Only if the bicycle is retrieved during the rental period or within six months after termination of the agreement, the initial caution will be reimbursed after deduction of repair costs. Overdue rent will be charged.
Article 7. Damage	The hirer is responsible for each damage to the bike or the locks. Hidden faults which are recorded during the first rental week are repaired free of charge by the npo studentENmobiliteit, regardless of the nature of the repairs (see further). The hirer will have to go to the npo studentENmobiliteit within the same period. This arrangement does not apply to failures due to bicycle misuse by the hirer. When the hirer rent a bicycle for more than 6 months, the bicycle must brought in for interim maintanance. On cash payment of the used spare parts, small <u>repairs</u> will be carried out by the hirer in the UGent Bicycle repair centres : Sint-Hubertusstraat (sidestreet Blandijnberg), Kaho StLieven (entrance Bargiekaai) or Hogeschool Gent-Campus BME (underground parking at the laboratory) or repairscentre Kattenberg. Severely damaged bicycles will be replaced. The hirer will have to pay cash for spare parts used for the repairs. A price list of small and large repairs can be consulted at the npo studentENmobiliteit. Changing the bicycle (without severely damage) costs 15 euro. Hirers will have to bear all costs resulting from the loss or theft of the locks or the keys.
Article 8. Returne	Bicycles have to be returned during opening days and hours of the npo studentENmobiliteit, not later than the last day of the agreed rental period. After its return, the bicycle will be checked completely. In case repairs have to be carried out, the costs of the replaced spare parts will be deducted from the caution. Under no circumstances the rent will be reimbursed if the bicycle is returned ahead of time. Cleaning the bicycle costs 5 euro.
Article 9. Belated bicycle	Any belated bicycle return is subject to a lump reimbursement (prices: www.studentENmobiliteit.be). Every fraction of the month will be charged as an entire month, and increased with possible repair costs. When failing to return the bicycle in due time or not introducing a rental extension in accordance with article 10, or not observing the procedure as described in article 6, hirers will no longer be able to invoke theft. When failing to return the bicycle, the rental caution will be withheld and hirers will be liable to lump damages of 175/275 EUR – art. 6 (lack of income, costs of locks and keys, judicial reminder and administration costs).
Article 10 Prolonge the Contract	If the agreement is to be prolonged, the bicycle has to be presented at the npo studentENmobiliteit at the latest two working days before the expiration date. After thorough inspection, possibly ensuing in repairs which will be invoiced and paid, a new contract will be drawn up. The original caution will be maintained. It is impossible to arrange a prolongation by telephone or in writing.
Article 11. Deposit	 The caution amounts to 60 EUR and has to be paid in cash when the bicycle is collected. At the end of the agreement the caution (or the remaining balance) will be reimbursed within one month on the bank account number of the hirer. Following items will be deducted from the caution: the replacement costs of lost or stolen lock(s) and/or key(s) (article 7) the bicycle repair expenses in case of damage at the end of the agreement (article 7) a lump reimbursement in case of belated bicycle return at the end of the agreement (article 9) not offering the bicycle for interim maintenance cleaning of the bicycle summation costs The caution will be completely deducted: if the bicycle is stolen or lost, unless the theft or loss has been reported according to article 6 and if the bicycle is retrieved within six months after termination of the agreement.
Article 12. Insurance	The student can sign up for an insurance (covers theft and vadalism). This insurance means that the student pays maximum 60 EUR in case of theft or vandalism. If not, the student pays a lump reimbursement of 175/275 euro (art.6) The student however has to follow the rules (art. 6), in case of vandalism the student also has to report the vandalism to the police, if not the insurance is not valid.
Article 13. Disputes	Judicial disputes are solely subject to Belgian law and belong to the competence of the Court of First Instance of the judicial district in Gent and the Justice of the peace court of the first canton in Gent.
Article 14. St. Pieters	Near Saint-Pieters railway station, bicycles must always be placed in a bike shed. Non-observance will result in seizure. The foldable bicycles must be placed in a guarded bike shed at the railway station.
Article 15.	Article 15. When one or more obligations (see bicycle rent regulations) are neglected, the hirer will have to pay a reimbursement, this is 10% on the summation costs, with a minimum of 75 euro.

Without prejudice to the sanctions mentioned in these regulations, the npo studentENmobiliteit has the right to sanction each violation of these regulations by means of an admonition, a temporary or a definitive reclamation of the bicycle. <u>Address</u>: npo studentENmobiliteit , p/a fietsendepot stad Gent, Kattenberg 2, 9000 Gent <u>Opening hours</u>: check our website www.studentENmobiliteit.be <u>Information</u>: tel.: 09/269 18 98 , fax: 09/269 18 99 , e-mail : studentenmobiliteit@gent.be