

General Conditions regulating the access and use of the Girona Public Bicycle Service (hereinafter GIROCLETA) for limited-duration tickets.

Service Manager Identification Data: TRANSPORTS MUNICIPALS DEL GIRONÈS S.A.U. with registered office in Girona, Plaça del Vi, 1, 17004 Girona and Tax Identification No. A-17207333.

1) Purpose of the contract. The purpose of the contract is the general regulation of the conditions of use of the individualised public transport service by bicycles (hereinafter referred to as GIROCLETA), which is located in the urban area of Girona municipality, and through which the user can remove a bicycle for use in the conditions established in this document and must deposit it after use in one of the stations designated for this purpose.

2) User Registration. The user who is interested in contracting the service must register previously on the website. For this purpose, s/he must complete the registration process and select the rate for their daily ticket, established for such purposes on the website (hereinafter WEBSITE).

Once the procedure has been completed and the deposit of € 150 paid the day before the reserved date, the user will receive an email with the code enabling him/her to rent the bicycle.

The access code is personal and non-transferable, its validity corresponding to the type of subscription contracted. Users under 16 years of age may not register for the limited-duration tickets service.

3) Use of the service. The user will have access to the GIROCLETA service through the information columns in each station and the touch screens. The user may choose bike from those available with the code received. Each new use of the bicycles entails the acceptance of the established regulations. The bicycle may only be left in the GIROCLETA stations parking lots.

5) Timetables and rates. The bicycle rental timetable is from 6am until 1am the following day. Outside this timetable, bicycles can only be returned. The day pass costs €2, which allows a user to rent a bicycle for a maximum of 1 consecutive hour. Before this time is over, the user can return the bike and immediately rent another one.

In the event of time being exceeded, € 0-50 will be charged for every half hour or fraction. This excess amount of time will be deducted from the deposit once the rental period has expired.

The timetables and rates will be those in force at any time and published on the website.

In the event of the user retaining the bicycle in his or her possession for a time greater than 24 hours, the service manager will apply the penalty of € 150, regardless of the user's obligation to restore the bicycle and, if applicable, responsibilities that are pursuant to the provisions in section 9.

6) Statement of compliance. The user declares to be of legal age, to know and accept the current regulations on traffic and driving of vehicles and to be qualified for the driving of bicycles. Children under 18 but over 16 years old may use the service as long as they are accompanied by a parent or legal guardian. The hiring, registration and use of the GIROCLETA service by children under 16 years is expressly prohibited.

7) User rights. The user acquires, through the contracting of the GIROCLETA service, the right to use the bicycles attached to that service, under the conditions and with the limitations established in this document. The user will have bicycles in suitable conditions for use and operation.

For any claim regarding the conditions and circumstances that affect the provision of the service, the user may contact the service provider on the Customer Service telephone number, at the Customer Service Office and website: www.girocleta.cat

TMG SA will respond to the inquiry and / or complaint as soon as possible, and always before 15 calendar days after the aforementioned communication.

8) User obligations. The user undertakes on each occasion that the GIROCLETA service is used to:

a) Make use of the service and the bicycle with maximum diligence.

b) Not assign use under any circumstances to third persons or relatives. Only use one bicycle may be used at a time.

c) Use the urban bicycle exclusively for his/her own personal transport.

d) Use the bicycle, exclusively, in the URBAN AREA of Girona municipality, in accordance with bylaws.

e) Communicate, at the Customer Service Office, any fault with or damage to the bicycle, indicating the place and conditions where it has been deposited. In the event of a fault with the bicycle, it must be deposited at the nearest station. Exceptionally, in those cases where the damage of the bicycle was of such a size as to prevent its transfer,

the user shall assume custody of the bicycle for a maximum period of twenty-four hours from the reporting of the damage.

f) The user, from the moment of the removal of the bicycles for its use, and until the moment of its return in a station, will assume fully the care and custody of the bicycle, responding personally for its good conservation and of its return at the end of the period of use.

g) The user, when removing the bicycle for use, is obliged to:

i) Check the brakes.

ii) Check the attachment of the removable elements of the bicycle.

iii) Adjust the height of the seat, to the user's own need.

iv) Check the front and rear lights.

v) In the event of the bicycle not being in good conditions of use, the user shall return the it and take another.

h) The return of the bicycle to a station at the end of the period of use, without possibility of extension.

i) To display the code received for renting the bicycle if required by a service supervisor.

9) Liability for breach. Failure to comply with any of the obligations assumed by the user may result in TMG SA declaring the removal of the user from the service, and as a result blocking the code received.

Notwithstanding this, the user declares that he / she knows and accepts that non-compliance with the user's obligations shall also result in the application of the penalties and surcharges in force in the rate sheet published on the website. Similarly, TMG SA may claim through the ordinary court the liquidated damages that the user would have caused.

In the event of loss, collision or theft of the bicycle, the user has the obligation to communicate within a maximum of 24 hours its disappearance, by e-mail, by telephone, or personally at the Customer Service Office, and to report the incident to the police. The user is obliged to submit a copy of the complaint made, within 48 hours.

The user authorises the service manager to collect through the system of secure payment enabled, charges that for rates were generated as well as the amount of penalties and surcharges that occur, according to what is established on the website of the service.

Total or partial destruction will be understood as any breakage or damage suffered by the bicycle that does not arise from ordinary use.

10) Usage restrictions. The user is not allowed to lend, rent or transfer to third parties the GIROCLETA bicycle, as well as any use of the bicycle, contrary to the provisions of this contract and current legal provisions. The user must not use the bicycle in inappropriate terrains or conditions inappropriate.

The transport of passengers, other than the user of the bicycle, shall not be permitted. Dismantling of and / or partial or total tampering with the bicycle is prohibited. The use of the bicycle for commercial purposes is prohibited.

11) Confidential treatment of data: The TMG SA data protection policy is in accordance with the legal framework established by Constitutional Law 15/1999 of 13 December on the Protection of Personal Data.

TMG SA is committed to the non-use of the data included in the "1 Day Ticket" service beyond its own use obligated by the provision of the service and commercial communications between the Service Provider and the user.

Any user may request, at any time, the modification of the data contained in the files or end his/her use of GIROCLETA Service, as well as remove any reference in the files related to him/her.

Finally, users may exercise their rights of access, rectification, cancellation and opposition by sending a letter, along with the photocopy of their identity card or official document proving the identity of the interested party, to TMG SA, at the aforementioned address.

12) Consumer Arbitration. All matters related to the use of this service will be resolved at the Girona Arbitration Court, Girona Consumer Arbitration Board, Catalanian Arbitration Board or Transportation Arbitration Board, by any party reporting the contract.