

# THE STUDENT HOTEL

## TSH BIKE TERMS OF USE

### 1. DEFINITIONS

1.1. In this document the following capitalized terms shall have the meaning as described below:

Bike Station	The is equipment and mechanism placed in a designated area where the bike is locked and unlocked.
Charges	Charges are the additional fees relating to late returns and damage caused.
Damage Charge	The fee applicable to compensate TSH for the damage caused.
Deposit:	The security fund that was paid by the Hotel Contracting Party for a Hotel Semester Stay.
Hotel Agreement	The agreement regarding hotel / short stay services concluded between TSH and the Contracting Party pursuant to a hotel booking.
Hotel Reception	The hotel reception desk that is available 24 hours at the entrance of the hotel.
Late Return Charge	The fee applicable for a Bike being returned after the Maximum Period of Use.
Maximum Period of Use	48 consecutive hours.
Period of Use	The time period between the bike being unlocked at the Bike Station and the bike being returned and locked at the same Bike Station.
Semester Guest	A Guest who is registered at a university or similar educational institution in accordance and for whom a Hotel Semester Stay has been made.
TSH Bike(s)	The bike(s) available at the Bike Station for short term use.

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TSH Life App	The digital platform available to Semester Guests, that can be used to log in to their account, pay invoices, order additional services and find (additional) information about their Hotel Semester Stay.
User	The person with a hotel agreement who activates the use of a bike using the TSH Life App.
We, our, us and TSH	Refers to The Student Hotel
You	Refers to the User making use of the bike.

## 1. APPLICABILITY

1.1 The below terms of use are applicable as of the moment the User agrees to them in the TSH Life APP at the moment of using the bike sharing service for the first time. The bike terms of use are applicable each time thereafter a User makes use of the bike sharing service.

1.2 If the User is required to accept updated bike terms of use then they will be presented to the User before a subsequent bike use in the TSH Life App. In other words, these bike terms of use apply each time a TSH Bike is unlocked using the TSH Life App until they are updated and accepted by the User, in which case the updated terms of use apply to all subsequent bike sharing use.

## 2. PERIOD OF USE

2.1. TSH Bikes should not be used for more than 48 consecutive hours, which is the Maximum Period of Use.

2.2. User must return the TSH Bike within 48 hours to the Hotel Bike Station and securely lock with the return button the TSH Bike at a Bike Station prior to the expiry of the Maximum Period of Use.

2.3. The Period of Use for each TSH Bike shall commence when User unlocks the selected TSH Bike from a Bike Station and ends when User securely locks the TSH Bike at the same bike station.

2.4. The Period of Use shall be determined using the data recorded on Our systems and that data shall be proof of User Period of Use. More information about how data is processed when using the TSH Bikes can be found in Our Privacy Statement at <https://www.thestudenthotel.com/privacy-policy/>

## 3. AVAILABILITY OF TSH BIKES

3.1. During certain periods, TSH Bike may be heavily in demand so We cannot always guarantee to have a TSH Bike available for use. If a TSH Bike is not available, You must wait until the next available bike becomes free.

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## 4. USER OBLIGATIONS

4.1. When using a TSH Bike, User must:

- comply with these terms of use and all applicable laws
- check that the TSH Bike (including, without limitation, the tyres, brakes, saddle and bell) is road worthy
- abide by general road regulations of the relevant country or city.
- observe all traffic signs and signals
- use the TSH Bike responsibly
- take reasonable care of the TSH Bike
- when returning a TSH Bike to a Bike Station, securely lock the TSH Bike, at the bike station to end the Period of Use and avoid theft of and damage to the TSH Bike
- lock the TSH Bike in the same condition as it was unlocked (except for general and fair wear and tear); and

4.2. When using the TSH Bike the User must not:

- give, lend or sell the TSH Bike to any other person or allow any other person to use a TSH Bike
- damage the TSH Bike or Bike Station,
- dismantle or tamper with the TSH Bike
- modify or attach accessories to the TSH Bike or

## 5. DAMAGE CHARGE

5.1. In the event of any damage to a TSH Bike, including when a User may have caused the damage through an accident, the User should report the damage to the Hotel Reception.

5.2. If a TSH Bike is damaged during the Period of Use, then depending on the extent of the damage to the TSH Bike, TSH may charge User a sum up to a maximum Damage Charge of EUR 350 for each TSH Bike that is damaged.

5.3. Where a TSH Bike is damaged by a third party, the User is liable for that damage and it is the User's responsibility to reclaim those costs from the third party or their insurers.

5.4. User must check the TSH Bike for damage immediately after unlocking. If damage is reported by the User to the Hotel Reception within 20 minutes of unlocking the TSH Bike the User will not be held responsible.

5.5. If User experiences any problem with a TSH Bike during the Period of Use that prevents User from continuing to use the TSH Bike or securely lock the TSH Bike at the relevant Bike Station, User must contact the Hotel Reception.

## 6. LATE RETURN CHARGE

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6.1. If a TSH Bike is returned after the Maximum Period of Use or is lost or stolen during the Period of Use, TSH may charge User a Late Return Charge sum up to a maximum of EUR 350 for each TSH Bike that is returned late or that is lost or stolen within this period.

6.2. In the event a TSH Bike is forcibly stolen from a User or a User is threatened, the User should report the incident to the Police as soon as possible in the first instance, and then to the Hotel Reception.

6.3. If the User returns the TSH Bike after the Late Return Charge has been applied, the Paying User may be entitled to a partial refund of Charges, providing there is no damage to the TSH Bike when it is returned. Refunds will be exercised on a discretionary basis.

## **7. PAYMENT**

7.1 User by entering into a Hotel Agreement as a Semester Guest provided payment details and a deposit, User agrees to allow TSH to collect either from the payment details or the Deposit all relevant charges that may be applicable for the TSH Bike use, including (without limitation) Damage Charges and Late Return Charges.

7.2 In the event that the User has not provided a deposit or payment details the User agrees to make payment for all Charges applicable at the hotel reception.

## **8. LIABILITIES**

8.1. The User accepts the use of the TSH Bike provided by TSH at their own risk. The User takes full responsibility for damages caused by him/herself. The User is solely responsible for any liability claims resulting from actions or events occurring during the period of use or as a result thereof.

## **9. EXCLUSION AND SUSPENSION**

9.1. If at any time a User does not comply with these terms and conditions and/or any applicable laws, TSH reserve the right to exclude or suspend the User from using the TSH Bike sharing scheme.

## **10. APPLICABLE LAW AND VENUE**

10.1. The Bike Terms of Use shall be governed by the same laws and jurisdiction as agreed to in the Hotel Agreement.