Hire Agreement Unregulated by the Consumer Credit Act 1974

TERMS AND CONDITIONS

1. Hiring

The Bicycle is the property of the University of Leeds. This agreement covers the terms and conditions of your hire of the bicycle for the agreed hire period.

2. Key Information

Hire fee and Hire Period:
- “Try Cycling” Bike Hire (Staff only): A fee of £10 covering the hire of the Bicycle for a hire period of one (1) month is payable by the hirer on the date of hire of the bike.

Retail Value of Bicycles:
- Regular Bike: £300
- Brompton Bike: £1200
- Electric Bike: £1000

Security Deposit: A deposit of £100 is payable on hiring the bike. The deposit will be refunded to you upon the return of the bicycle in accordance with Conditions 3 and 6.

Insurance: Whilst insurance is not mandatory, you are strongly recommended to check that you have adequate insurance to cover your liability under Condition 3 below.

Your rights: This agreement is non-cancellable. Additionally, this Agreement is unregulated by the Consumer Credit Act 1974 (the "Act") and you will not therefore have the benefit of the protection and the remedies that would be available under the Act if this Agreement were a regulated Agreement under the Act. If you are in any doubt as to the consequences of the Agreement not being regulated by the Act you should contact either your local Trading Standards Department or your nearest Citizens’ Advice Bureau.

3. Your Obligations

You will:

i. Not damage or tamper with the Bicycle;
ii. Carry out any required basic maintenance on the Bicycle to keep it in satisfactory and safe working condition through the duration of your hire;
iii. Utilise the University of Leeds Bike Hub facilities for any maintenance and repairs if required through the duration of your hire;
iv. Keep the Bicycle in your possession;
v. Permit our representatives access to the Bicycle at all reasonable times for the purpose of inspecting, repairing or removing it;
vi. Repay the University for loss of or damage to the Bicycle whilst in your possession howsoever caused, and notify us immediately of any such loss or damage.
vii. Return the Bicycle at the end of the Hire Period on the agreed return date as determined by the Hire period and date of hire (see “Hire fee and Hire period” under “Section 2. Key Information” of this document).
viii. Be liable to incur late fees deducted from your security deposit at a rate of £5 a week in the event of failure to return the Bicycle at the end of your hire period.
Not sell or dispose of the Bicycle and will not allow it to be seized in satisfaction of your debts or for any other legal process and will indemnify us against all losses, costs, claims, damage and expenses howsoever occasioned by your breach.

This bike will be only for personal use by the hirer (e.g. commuting to University) and is not to be used for any commercial purposes. The University of Leeds reserve the right to terminate this bike hire agreement with no prior notice if the hirer is found to be using this University hire bike for any commercial purposes. The hirer will also be subject to any charges to cover the cost of any damage which has been caused as a result of the bike being used for commercial purposes.

4. **Breach of Agreement**
   If you breach this Agreement or suffer a bankruptcy order to be presented against you or call any meeting of your creditors or execute any assignment for their benefit, we may, after due notice, terminate this Agreement and you will no longer be in possession of the Bicycle with our consent.

5. **Termination of Agreement**
   This Agreement will terminate at the end of the hire period set out in this Agreement in “Section 2, Key information”

6. **Return of the Bicycle**
   Upon termination of this Agreement (i.e. the end of the hire period) you will return the Bicycle, to the Bike Hub in good condition. Fair wear and tear is expected, the extent of which is determined by Bike Hub staff. You will be expected to pay for parts which have been determined to have been damaged or used beyond fair wear and tear - for example through neglect, mistreatment or loss, and for associated labour to undertake these required repairs or replacement of parts.

   Any amounts due must be paid before or on the date of termination. There is a discounted fee on all parts if you visit the hub for maintenance and repairs through the duration of your hire to keep your bike in safe working order. On return of the Bicycle under Conditions 3 and 6 we will repay the security deposit to you.

   Failure to return the Bicycle at the end of your hire period will incur late fees deducted from your security deposit at a rate of £5 a week.

7. **Assignment**
   We shall be entitled at any time to assign the benefit of this Agreement provided that this does not detrimentally affect your rights under it. You may not transfer your obligations under this Agreement.
APPENDIX: PRIVACY NOTICE

Purpose of this Notice
This Notice explains how we will collect and use your personal data. We are the data controller for personal data that we process about you. Throughout this Notice, “University” “we”, “our” and “us” refers to University’s Bike Hub; “you” and “your” refers to those expressing an interest in hiring a bike. “ServiceNow” and “LoanIt” refer to the supplier and application used by us to record and process your bike hire.

Changes to this Notice
We shall inform you of any changes to this Notice. Notification will be through the appropriate medium of communication e.g. where our main contact with you is by email we will email you. You can obtain the current version of this Notice from Romain Cames, Bike Hub Co-ordinator, at transport@leeds.ac.uk.

Anything you are not clear about
If there is anything you are unclear about, please contact Romain Cames, Bike Hub Co-ordinator, who shall be happy to answer any queries you may have concerning this Notice or the way in which we processes your personal data.

Concerns and contact details
If you have any concerns with regard to the way your personal data is being processed or have a query with regard to this Notice, please contact our Data Protection Officer, David Wardle: d.wardle@adm.leeds.ac.uk. Our general postal address is University of Leeds, Leeds LS2 9JT, UK. Our postal address for data protection issues is University of Leeds, Room 11.72 EC Stoner Building, Leeds, LS2 9JT. Our telephone number is +44 (0)113 2431751. Our data controller registration number provided by the Information Commissioner's Office is Z553814X.

Where does the University get your personal data from?
All your personal data come automatically from the University’s IT User Administration system. In addition, you may optionally provide us with personal telephone and email addresses which will be recorded against the record of your bike hire.

Where are your data stored?
Your data are stored on a server owned and administered by ServiceNow in EU data centres. We regularly patch and upgrade ServiceNow to stay current with regard to security of our instances.

Who has access to your data?
University employees who administer hires, including staff at the Bike Hub, in IT, and in Finance.

Categories of personal data being processed
We collect your name, phone number, email address, in order to be able to get in touch with you regarding your bike hire. We do not process your data on behalf of any third party.

Who might we share your data with?
All bike hires are recorded by an application called LoanIt. LoanIt is one of the applications of ServiceNow, the University’s IT Service’s management tool. In particular, ServiceNow is used by the University to record interactions between Staff and Students and IT Services.
Since ServiceNow is a third party, we have a Data Processing Agreement protecting your private data in place with ServiceNow.

**The purposes for which we process your personal data and the legal basis for that processing**
We collect the data described above in order to keep a record of hires and returns. Unfortunately, we are not able to hire out a bike if you do not consent to your data being processed in LoanIt.

**Automated individual decision making, including profiling**
We do not make any automated individual decision making based on your data.

**Communication**
We will only communicate with you regarding your bike hire, particularly in case of late returns. We will not use your data for marketing or publicity purposes.

**Transfers to third party countries**
We do not transfer any of your data to any third party countries (that is, countries outside the European Union).

**Retention periods**
We keep your data for retentions in accordance with the University’s retention policies: [http://www.leeds.ac.uk/secretariat/documents/retention_policies.pdf](http://www.leeds.ac.uk/secretariat/documents/retention_policies.pdf)

**Your rights as a data subject**
You have the right to:
- withdraw consent where that is the legal basis of our processing;
- access your personal data that we process;
- rectify inaccuracies in personal data that we hold about you;
- be forgotten, that is your details to be removed from systems that we use to process your personal data;
- restrict the processing in certain ways;
- obtain a copy of your data in a commonly used electronic form; and
- object certain processing of your personal data by us.

Please see [https://ico.org.uk/](https://ico.org.uk/) for further information on the above rights. You may also contact the Data Protection Officer for further information.

You have a right to complain to the Information Commissioner's Office about the way in which we process your personal data. Please see [https://ico.org.uk/](https://ico.org.uk/).