

# REGULATIONS

## Terms and conditions for the use of bicycles - C1D + Transfers + Bicycle:

### Article 1 - Object

This Regulation lays down the terms and conditions for the use of bicycles as part of the C1D + Transfers + Bicycle package.

### Article 2 - Assignment conditions

1. The transfer of bicycles, by Porto Santo Line, depends exclusively on the acquisition of the package C1D + Transfers + Bicycle of Porto Santo Line, constituting a right of those who acquire such package, at the rate of one bicycle for each package acquired;
2. The assignment of bicycles includes the provision of a helmet, of mandatory use, a padlock with key and a copy of the Regulation with the Terms and Conditions of use of bicycles;
3. At the time of the assignment, an assignment form will be completed and signed by the employee and the requester;
4. The requester is free to choose the itinerary of his preference, as long as it complies with the rules contained in this regulation and the applicable circulation rules;
5. The bicycles assigned are only for use by the respective applicant;
6. The assignment of the bicycles and their accessories does not include Civil Liability Insurance or Personal Accident Insurance.

### Art. 3 - Assignment Form

1. The transfer form must contain the following information:

- a) Personal data of the applicant and, when applicable, of the minor for whom he/she is responsible:
    - Name and surname;
    - The nationality;
    - Age;
    - The civil identification number;
    - Telephone contact.
  - b) The characteristics of the assigned equipment;
  - c) The term of responsibility;
  - d) The declaration of responsibility for minors under 18 years of age;
  - e) The results of the inspection of the condition of the equipment, before and after its period of assignment.
2. The personal data listed in the previous paragraph are intended to allow the management of the contractual relationship with the requester, being deleted after the return of the bicycle.

### Art. 4 - Documents

At the act of assignment, it is mandatory for the applicant to present a valid personal identification document with a photograph.

### Article 5 - Bail

1. At the time of transfer, it is mandatory to provide a deposit of 25€, which will be refunded after the return of the bicycle and other equipment available;
2. The amount of the deposit will not be returned if the bicycle or the other accessories available show partial or total damage, resulting from its incorrect or imprudent use by the applicant;
3. If the amount of the deposit is not sufficient to cover the costs of repairing the damage, the requester will be obliged to compensate Porto Santo Line for the excess amount.

### Art. 6 - Requesters

The transfer can only be made to buyers of packages C1D + Transfers + Bicycle that are:

- a) Aged adults;
- b) Minors, as long as they are accompanied by an adult who is responsible for them, through the signature of a responsibility term, extending to all the material included in the assignment.

### Art. 7 - Refusal of assignment

1. Porto Santo Line reserves the right to refuse to cede the bicycle:
  - a) To those who do not present a valid identification document;
  - b) Children under 18 years of age, except when an authorization statement signed by the respective parent is presented;
  - c) Anyone who is visibly drunk or under the effect of drugs;
  - d) To those who do not offer a guarantee of diligent use of the assigned equipment;
  - e) To those who have previously violated the conditions of assignment;
2. The use of bicycles for participation in sporting events, races, contests, challenges, bets or other similar situations shall be prohibited.

### Article 8 - Assignment period

1. The assignment period will be fixed by Porto Santo Line, at the time of delivery of the bicycles, taking into account the time of arrival and departure time of the ship Lobo Marinho;
2. The vessel's arrival and departure times are subject to change, namely according to the seasons of the year.

### Article 9 - Damages and Accidents

1. The requester is obliged to make a prudent use of the bicycle and the rest of the material provided, as well as to take care of the good functioning, conservation and safety of the same, returning them to Porto Santo Line in the state in which they were delivered;
2. The requester is fully responsible for any and all damages, own or not, that may eventually occur during the period of assignment, namely due to an accident, and nothing can be imputed or demanded to Porto Santo Line for this purpose;
3. The requester is responsible for the damages suffered by Porto Santo Line in case of total or partial theft or loss of the bicycle and its components, as well as the other accessories provided;
4. In case of theft, the requester must immediately inform Porto Santo Line, as well as the police authorities;
5. Damage caused to bicycles and their accessories will be fully borne by the applicant, according to Table 1;
6. In case of theft, loss or non-delivery of the bicycle, the requester is responsible for the payment of the total amount of the same, which is €200, according to Table 1 attached.

### Article 10 - Breakdowns

1. If the equipment assigned to the requester suffers, for a reason not attributable to the same, a malfunction, Porto Santo Line will try, according to availability, to proceed with the replacement of the equipment.
2. If it is not possible to replace the equipment, namely due to lack of availability, the requester will not be entitled to a refund of any amount.
3. When returning the equipment, the requesters are obliged to inform Porto Santo Line if there is any defect or malfunction in the bicycle or other equipment available.

### Art. Article 11 - Return

1. At the end of the period of transfer of the bicycle, the same, as well as the remaining equipment, must be returned and delivered by the requester on the ship Lobo Marinho - Porto Santo.
2. The return of the bicycle and other equipment, before the time of delivery, does not confer, to the requester, the right to reimbursement of any amount.

### Art. 12 - Missing cases

Any cases not provided for in this Regulation shall be resolved directly by Porto Santo Line.