



Град Нови Сад

ns bike

**GENERAL CONDITIONS FOR RENTAL
AND USE OF BICYCLES
IN THE TERRITORY OF THE CITY OF NOVI SAD**

NS BIKE SYSTEM OF BICYCLE RENTAL



**ПАРКИНГ
СЕРВИС**

Pursuant to Article 75, Paragraph 1 of the Statute of the Public Utility Company "Parking Service" Novi Sad (Javno komunalno preduzeće "Parking servis" Novi Sad), the Supervisory Board of the Public Utility Company "Parking Service" Novi Sad in its 22nd meeting held on 26th March 2015 has adopted

GENERAL CONDITIONS FOR RENTAL AND USE OF BICYCLES IN THE TERRITORY OF THE CITY OF NOVI SAD NS BIKE SYSTEM OF BICYCLE RENTAL

GENERAL TERMS

Article 1

These General Conditions regulate conditions for bicycle rental in the territory of the City of Novi Sad – NS BIKE SYSTEM of bicycle rental (hereinafter: "NS BIKE SYSTEM"), especially rights and duties of PUC "Parking Service" and persons renting bicycles.

PARTIES

Article 2

Bicycle rental service is provided by the PUC "Parking Service" Novi Sad (hereinafter: "Company").

Article 3

Bicycles are rented to adult persons.

Bicycles can be rented to minors over 16 years of age who owe a User Card.

A person renting a bicycle (hereinafter: "User") is obligated to use it in accordance with these General Conditions for Rental and Use of Bicycles in the Territory of the City of Novi Sad (hereinafter: "General Conditions").

TECHNICAL DESCRIPTION OF THE SYSTEM

Article 4

The system is comprised of:

- Bicycle.
- Rental station – is a space equipped with a stand with docking points, a terminal and a video surveillance.
- Stand – is a device for docking and undocking of bicycles, with the possibility of single sided or double-sided docking. A stand is divided into docking points.
- Docking point – is a part of a stand equipped with a bicycle locking and unlocking device and a sound indicator activated when a bicycle is taken or returned.
- Terminal – is made as a metal casing and is used for equipment for system functioning.
- Video surveillance – consists of a special security camera placed so it controls all activities at the Rental station.

HOW TO ACCESS THE NS BIKE SYSTEM

Article 5

A person becomes a User of the NS BIKE SYSTEM upon signing the Declaration of Acceptance of the General Conditions for Bicycle Rentals in the Territory of the City of Novi Sad (hereinafter: Declaration of Acceptance) and receiving a User Card.

A User Card for minors 16 to 18 years of age is made in the presence of an adult.

A person who is not a citizen of the Republic of Serbia becomes a User of the NS BIKE SYSTEM after meeting the requirements of paragraph 1 and 2 of this Article and paying the deposit in the amount of 5.000,00 RSD.

The deposit under Paragraph 3 of this Article will not be returned to the User if the User does not return the bicycle, or returns it damaged and the damage costs are greater than the deposit amount, or if the User Card is not cancelled.

If the damage inflicted on a bicycle costs less than the deposit amount, the full deposit amount will not be returned to the User under Paragraph 3 of this Article, but the deposit amount reduced by the costs of damage inflicted on the bike.

The given deposit will be returned to the User under Paragraph 3 of this Article only if they return the bicycle in working condition without any damage, and their User Card is cancelled.

A person can have only one User Card.

A User Card is permanent.

A User Card enables rental of a bicycle at a rental station.

By using their User Card and taking a bicycle from a docking point the User acknowledges that they rented it in good condition, with no functional defects, with complete accompanying equipment.

Article 6

By signing the Declaration of acceptance and receiving a User Card the User acknowledges that they signed a contract with the Company.

By renting a bicycle the User does not acquire property rights over it.

OBLIGATIONS OF A USER OF THE NS BIKE SYSTEM

Article 7

The User undertakes:

1. To use the bicycle prudently, with due diligence, in accordance with legal regulations regarding traffic and all other valid regulations and conventions, the General Conditions and instructions of Company's employees.
2. To take care of the rented bicycle and to handle it so that damages, defects and destruction of the bicycle are excluded.
3. The User gives their assent in advance to the Company to charge them with damages in accordance with the Decision on Determining the Amount of Damages.
4. In case of using the bicycle contrary to the terms of these General Conditions the User undertakes to return the bicycle immediately upon the call from the Company.
5. The User is required to inform the Company without delay of the loss, theft or any other problem related to the use of the bicycle or the User Card, no later than 24 hours following the occurrence of the said event.
6. The User accepts in advance liability for the bicycle and the accompanying equipment from the moment of its rental.

RESTRICTIONS ON THE USE OF THE NS BIKE SYSTEM

Article 8

The User is not allowed:

1. To lend, hire or transfer their User Card to a third party.
2. To lend the bicycle for use to a third party free of charge or with compensation.
3. To use the bicycle contrary to technical conditions of use. The appropriate use of the bicycle excludes:
 - any use of the bicycle on the terrain or in nature that can cause any kind of damage to the bicycle;
 - transport of another person on the bicycle, in any way;
 - any kind of bicycle use that brings the User or a third party in danger; any kind of dismantling or attempt of dismantling the bicycle;
 - the use of a bicycle that exceeds its maximum total load. The bicycle is certified to carry a maximum total load of 90 kg.
4. To use the bicycle for races or other forms of competing, exhibitions and the like.

USER'S LIABILITY

Article 9

The User:

1. Is fully and solely liable for any damage caused by the use made of the bike during the period of use, from the moment of taking it until the moment of returning it to the Company.
2. Is required to inform the police about the theft of the bicycle and to provide the Company with evidence for that no later than 24 hours following the occurrence of the said event. The User is fully and solely liable for the bicycle until the Company receives a copy of the theft complaint filed with the police.
3. The User is required to inform the Company without delay of a traffic accident the bicycle was involved in.
4. The User is fully and solely liable for the bicycle until the moment they return it to the Company.
5. An adult who enabled a minor access to the NS BIKE SYSTEM, in accordance with Article 5 of these General Conditions, is liable for all damages caused by the minor.

DAMAGES

Article 10

The User is required to compensate the Company for the lost, stolen, estranged, damaged or destroyed bicycle or its part in accordance with the valid Decision on Determining the Amount of Damages for damage occurred while using bicycles in the NS BIKE SYSTEM.

The Company is required to make the Decision on Determining the Amount of Damages available to the User at locations for user registration and on the website of the NS BIKE SYSTEM.

SURVEILLANCE AND PROTECTION OF BICYCLES

Article 11

The Company has the right of surveillance over a rented bicycle at all times and in all manners available.

The User accepts that any communication regarding bicycle rental will probably be recorded and archived.

Article 12

In case of a breach of obligations undertaken by the User in accordance with these General Conditions, the Company has the right to take the bicycle from the User, thus disabling its further use.

RIGHT TO GATHER, USE AND PUBLISH USER'S PERSONAL INFORMATION

Article 13

The User authorizes the Company to gather all the necessary data on them from appropriate authorities and records (temporary residence, permanent residence, place of work, etc.) and use them for the purpose of enforcement of User's obligations in accordance with these General Conditions.

Article 14

In case of a gross breach of terms of these General Conditions (theft, heavy damage of the bicycle, etc.) the Company has the right to provide and publish personal data of the negligent User, possible photos, declarations and other details regarding the particular rental case.

SPECIAL CIRCUMSTANCES

Article 15

In case of a defect, traffic accident, damage occurred as a result of actions by the User or a third party, act of God, theft or disappearance or similar events, the User is required to:

- Inform the Company's Info Centre;
- Note down names, addresses and other data on all the event participants;
- Secure and keep the bicycle until it is taken by Company's employees;
- Act according to further instructions given by Company's employees.

RENTING AND RETURNING THE BICYCLE

Article 16

The bicycle can be returned at any Rental station in the territory of the City of Novi Sad.

Article 17

Opening hours of Rental stations are NON-STOP from 0:00 to 24:00 hours, every day of the week.

If the User does not return the bicycle within five days, the Company has the right to ask for damages as if the bicycle were destroyed or appropriated by the User.

PRICES

Article 18

Price for bicycle rental and issuance of a User Card is determined by the Decision of the Supervisory Board, with a prior consent of the City Council of the City of Novi Sad.

The Company is required to make the Decision on Price Setting for Bicycle Rentals available to the User at locations for user registration and on the website of the NS BIKE SYSTEM.

MEANS OF PAYMENT

Article 19

Bicycle rental is paid by the User who provides funds on the User Card, by paying cash at a machine located at the rental station.

PUBLISHING OF GENERAL CONDITIONS

Article 20

The text of the General Conditions is available to Users at every registration point, in both Serbian and English, as well as the NS BIKE SYSTEM website.

The integral parts of these General Conditions are also:

1. Decision on Price Setting for Bicycle Rentals in the Territory of the City of Novi Sad
2. Decision on Determining the Amount of Damages for Damages Occurred while Using Bicycles in the NS BIKE SYSTEM

and they are published in the manner stated in Paragraph 1 of this Article.

JURISDICTION AND DISPUTE SETTLEMENT

Article 21

All relations not regulated by these General Conditions will be subject to provisions of the Obligations Act.

Article 22

All disputes arising from renting and using bicycles in NS BIKE SYSTEM are subject to law of the Republic of Serbia, and will be settled before the court in Novi Sad.

PUC "PARKING SERVICE" NOVI SAD
SUPERVISORY BOARD
Number: 2015-0-705/7
Date: 26th March 2015
NOVI SAD



President of the Supervisory Board

Ivica Dostanic, M. Sc., sgd.