



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**

In accordance with Article 60 of the Statute of the Public Utility Company "Parking Service" Novi Sad (Javnog komunalno preduzeće "Parking servis" Novi Sad), the Managerial Board of the Public Utility Company "Parking Service" Novi Sad in its 52<sup>nd</sup> meeting held on 23<sup>rd</sup> June 2011 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 personal documents, and are accompanied by an adult.

A person renting a bicycle (hereinafter: User) is obligated to use it in accordance with these General conditions for bicycle rental (hereinafter: General conditions).

### **TECHNICAL DESCRIPTION OF THE SYSTEM**

#### Article 4

The system is comprised of:

- Bicycle - type AVENUE 26 branded with front and back wheel fenders.
- Accompanying equipment for a bicycle - consisting of: a basket, a bicycle lock, a light and a bicycle bell.
- 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 light indicator activated when a bicycle is rented 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's card.

A user's card for minors 16 to 18 years of age is made in the presence of an adult.

A person can have only one user's card.

A user's card is permanent.

A user's card enables one to take a bicycle at a rental station.

By using their user's 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's card the User acknowledges that they signed a contract with the Company.

By taking 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's 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 taking it.

## RESTRICTIONS ON THE USE OF THE NS BIKE SYSTEM

### Article 8

The User is not allowed:

1. To lend, hire or transfer their user's card to a third party.
2. To lend the bicycle free of charge or with compensation to a third party for use.
3. To use the bicycle contrary to technical conditions of use. The appropriate use of the bicycle excludes:
  - any use of the bicycle in the field 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 try 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, and the maximum weight the bicycle basket can carry is 40 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

Existence of any damages is determined upon return of a bicycle, recorded by an employee of the Company and documented with an attached photography.

The User is required to compensate the Company for the lost, 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 any Rental station.

## **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 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 USERS' PERSONAL DATA**

### 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 obligations of the User in accordance with these General conditions.

### Article 14

In case of gross breach of terms of these General conditions (theft, heavy damage of the bicycle, etc.) the Company has the right to 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 a Company's employee at the nearest Rental station about the event that occurred;
- 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.

## **RENTAL PERIOD AND RETURN OF THE BICYCLE**

### Article 16

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

### Article 17

The bicycle and all the accompanying equipment have to be returned the same day the bicycle is rented, not later than the end of opening hours of the Rental station.

Opening hours for Rental stations are from 8:00 to 20:00, 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's card is determined by the Decision of the Managerial 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 any Rental station.

## **PAYMENT**

### Article 19

Rental is paid in advance, upon taking the bicycle.

In case of time overrun, the User pays the difference in price upon returning the bicycle. A bicycle can not be rented again before the User pays all their previous debt.

Calculation and payment of debt on the grounds of user's card issuance, bicycle rental, as well as lump-sum damages is done by the Company's employee at the Rental station.

Payment is in cash.

The Company is required to issue a proof of payment to the User- a bill.

## **PUBLISHING OF GENERAL CONDITIONS**

### Article 20

The text of the General conditions is available to Users at every Rental station, in Serbian and English languages, as well as the Company's 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 from 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  
MANAGERIAL BOARD  
Number: 2011-0-1172/3  
Date: 23<sup>rd</sup> June 2011  
NOVI SAD

President of the Managerial Board

Tibor Horvat, sgd.