

## MUNICIPALITY OF MEDULIN

Centar 223  
52 100 Pula  
Tel: 052 385 650  
[www.medulin.hr](http://www.medulin.hr)



Public bicycles system of the  
Municipality of Medulin

Med BIKE

GENERAL TERMS OF USE

Medulin, July 2016

These General Terms of Use establish the terms of lease and use, payments, protection of personal data and other details of the “Med BIKE” service.

#### **TERMS USED IN THESE GENERAL TERMS OF USE**

1. **The Med BIKE service** is a system of bike rentals in the area of the Municipality of Medulin. The owner of the bikes is the Municipality of Medulin, Centar 223, Medulin, OIB: 70537271639. In case of any questions, the Municipality of Medulin is accessible by way of its e-mail address: [opcina@medulin.hr](mailto:opcina@medulin.hr) or telephone number ++385 (0)52 385 650.

2. **The Med BIKE system Administrator** is the Municipality of Medulin, OIB: 70537271639 which gives the bicycles in lease by entering into a contractual relationship with the bicycle user.

3. **The user** is a physical person who, pursuing the concluded Lease Agreement with the Administrator of the Med BIKE system, uses the bicycle.

4. **The Med BIKE terminal** is the station of the public bicycles system consisting of the control pillar or pile and of parking racks or special electronic parking places for public bicycles.

5. **The pile** is an electronic control pillar with a touch screen found on every station or terminal and serves for checking out the available places and bicycles, the entrance of a single-use rental code and the overview of the system’s general information.

6. **The parking rack** is an electronic parking place for public bicycles. Each rack has a lock and a RFID reader to unlock/lock the bicycles.

7. **The card for using the bicycles** is the so called RFID card which is allotted to every registered user at their personal names. Using the card, the User may unlock and hire the bikes.

8. **The single-use code** is the code issued by the Med BIKE System Administrator after registration and serves for the rental of bicycles.

9. **The committee** is made by persons appointed by the Med BIKE System Administrator to determine the damages on the bicycle which occur during its use, a rough carelessness of the bicycle User or in case the bicycle has been stolen.

## **1. TERMS OF BICYCLES RENTAL**

A bicycle may be hired by any physical person older than 18 and owning a valid identification card who has entered into a Lease Agreement with the Med Bike System Administrator. It will be possible to hire a bicycle of the Med Bike System from 01 August 2016 to 31 October 2016, from 8 a.m. to 6 p.m. The period of use may be prolonged or shortened. The decision about the change in the period of the system use is brought by the system Administrator and depends on weather conditions.

## **2. THE REGISTRATION OF USERS**

Physical persons may register themselves for the use of the system personally, at info points authorised to intermediate in the sale of leases by the Med BIKE System Administrator, those being: NLK trade and distribution I.I.c, Shop 36, Centar 134, Medulin and Paltana bar, Portić, Banjole, during working hours from 8 a.m. to 6 p.m.

After the accepted registration, the User may enter into a Lease Agreement with the Med BIKE System Administrator. By signing the Bicycle Lease Agreement, the User accepts these General Terms and confirms to have been informed about them before entering into the Bicycle Lease Agreement and agrees to their application in line with the Bicycle Lease Agreement.

## **3. ESTABLISHING THE BIKE LEASE AND THE BEGINNING OF THE Med BIKE SERVICE USE**

The physical person uses the bicycle based on the signed Lease Agreement with the Med BIKE System Administrator's authorised person and after taking over the card or code for the lease of bicycles at info points authorised by the Med BIKE System Administrator to intermediate in the sale of leases.

The Med BIKE System Administrator and the User will conclude a Bicycle Lease Agreement if the condition for the lease of bicycles from item 2 of these General terms has been met. On this occasion, the Med BIKE System Administrator will issue to the User the single-use code or card for the lease of bicycles in line with the price list (appendix to the General terms of use). The user has to keep the card for the whole duration of the contract and it will be activated in 24 hours of its release.

The Med BIKE System Administrator will, at closing the contract of lease of the bicycle, take the following User's data:

- a. Name and surname
- b. PIN
- c. Address (street and house number, place, postal code, e-mail)
- d. Telephone/mobile phone number
- e. ID or passport number
- f. E-mail address

The parties to the agreement have noted that there is an agreement of the other party that his or her identification card or passport be scanned for the needs of this Contract, pursuing article 7 of the Personal Data Protection Act.

The Med BIKE System Administrator may use the collected User's personal data only for the Med BIKE System and the User's needs which are determined by these General terms and the Bicycle Lease Agreement.

#### **4. DURATION OF LEASE AND RESPONSIBILITIES**

The moment when the Med BIKE System charges for its services by a bank transaction will be taken as the beginning of the legal relation of the bicycle lease.

The beginning of the bicycle use is the moment when it is taken over by the User so that he or she leans the card for the bicycle lease on the spot on the parking rack or enters the single-use code on the pile of the Med BIKE terminal.

The end of the bicycle use is considered to be the moment when the User properly brings back the bicycle on the parking rack of the Med BIKE terminal.

#### **5. BICYCLE LEASE TERMS**

1) The Med BIKE System uses the PBZ Card EFTPOS terminal to offer its services.

2) Med BIKE guarantees that all the bicycles will be in a rolling condition, but does not exclude the possibility of mechanical failure occurring due to their use. Such a failure should be notified by the User without delays to the telephone number ++385 (0)52 385 350 and the bicycle should not be used any more, while Med BIKE will try to remove the failure in the shortest possible period.

3) In case of a bicycle failure, the User may use another bicycle of a good working order found on the station, while Med Bike will fix the failure and put the bicycle in a non-working order. Otherwise, the User will wait for the failure to be fixed which will not be considered the period of lease.

4) Before using the bike, the User has to check if the bicycle is in good working order (for example, but with no limitations: frame, tyres, brakes, light).

5) Users wishing to use the Med BIKE System can buy the service on the following Med BIKE info points: NLK trade and distribution I.l.c, Shop 36, Centar 134, Medulin and Paltana bar, Portić, Banjole. The info point employee will ask the User's bank card and identification card or passport from which he or she will copy the data set in article 3 of these General terms of use into the Med BIKE computer system. After these data have been taken, the User enters the PIN, while the info point employee issues a paper document with a code for unlocking the bicycle to the User. Before paying for the service, the User enters into a Bicycle Lease Agreement with the provider, by which act they confirm to be familiar with these General terms of use.

6) The sale of the bicycle lease will be effectuated by the conclusion of the Bicycle Lease Agreement on the service sale between Med BIKE and the User.

7) The User has to pay a certain amount through his or her credit card. Med BIKE enables its Users to pay for the services using the following cards only:

- a. Amex®
- b. Visa®
- c. Mastercard®
- d. Maestro®
- e. Visa electron®
- f. Mastercard Electronic®

8) The payment of the Med BIKE System services can be made only in Croatian kunas.

## **6. LIMITATIONS TO THE LEASE AND USE OF THE Med BIKE SYSTEM**

The User has the right to HIRE only one bicycle.

The number of leases the Users are allowed to make during one single day is unlimited.

The Med BIKE bicycles are bicycles for public use and as such they have to be at disposal to the largest number of Users possible; thus the User may use one same bicycle for maximally 120 minutes during one ride after which time he or she has to bring the bicycle back to its place (terminal).

The number of leases the Users are allowed to make during one single day is unlimited.

If the User does not abide by the rules of use, the Administrator may undertake measures as follows:

The Med BIKE System Administrator will issue a warning to the User for exceeding the period of use for the 1<sup>st</sup> (first) time.

The 2<sup>nd</sup> (second) time the User exceeds the period of use, the Med BIKE System Administrator will deactivate the RFID card or enter the prohibition of use for a certain User in the computer application thus preventing the User to use the services for 1 (one) month.

The 3<sup>rd</sup> (third) time the User exceeds the period of use, the Med BIKE System Administrator will deactivate the RFID card or enter the prohibition of use for a certain User in the computer application thus preventing the User to use the services for 3 (three) months.

When the 4<sup>th</sup> (fourth) time the User exceeds the period of use occurs, the Med BIKE System Administrator will permanently deprive the User of the registration card or enter a permanent limitation of use in the computer application for the User in question, as well as issue a prohibition of issuing another card or code within 1 (one) year of the last excess of the period of use.

After the expiration of 1 (one) year of the period of the service use excess, the excess will be erased from the Med BIKE System Administrator's evidence and will not be counted as a committed excess.

If the User does not return the bicycle in 24 hours of its lease being made, the User will automatically be forbidden to use the bicycles for 3 months, while such an act will be considered an act of stealing. If the User damages or steals the bicycle, Med BIKE will charge him or her for the damage.

## **7. TERMS OF BICYCLE USE**

1. It is allowed to use the borrowed bicycle for one's own transport in the area of the Municipality of Medulin and the City of Pula.
2. The User is personally responsible for abiding by traffic rules and the Road Traffic Safety Act.
3. The User has to ride the bicycle with both hands which have to be positioned on the handlebar.
4. The bicycle basket is used for the transport of things up to maximally five kilograms of weight. During putting things into the basket, care has to be taken not to overload it and things have to be well fastened to prevent them from falling during the ride.
5. The User is not allowed to perform any changes on the bicycle and in case such prohibition is broken, Med BIKE will charge the User for the undergone damage.
6. The User is advised to wear a protection helmet, while children up to the age of 16 have to wear the protection helmet.
7. The User is forbidden to sublease the bicycle, rent it or give it to third physical or legal persons for use.
8. Before using the bicycle, the User has to check if the bicycle is in good working order (pedals, chain, handlebar, tyres, brakes, lights and other things which could influence the safety of the bicycle ride).
9. A possible failure on the bicycle hired by the User and noticed during its use has to be promptly reported to the Med BIKE System Administrator. On such an occasion, the Med BIKE System Administrator will give the User another bike without failures if there is one at their disposal.
10. It is not allowed to use a hired bicycle:
  - a. to persons under the age of 18 (except if they are accompanied by a person of age who hired the bicycle; in such a case the major person takes full responsibility for the acts and possible damage which could occur during the under-age child's use of the bicycle)
  - b. for the transport of persons other than the rider (due to safety reasons, especially concerning children)
  - c. for the transport out of the area of the Municipality of Medulin and the City of Pula
  - d. for the transport of inflammables, explosives, toxic or dangerous materials
  - e. for the participation in bicycle races or events where bicycles are tested
  - f. during strong winds or adverse weather conditions
  - g. under the influence of alcohol or narcotics

The Med BIKE System Administrator's working hours during which Users may contact it are every day from 8 a.m. from 3 p.m.

## **8. USE OF THE CODE**

Pursuant to article 3, paragraph 2, the user is not allowed to give the code to other persons and in case it has been differently proceeded the User has to bear the responsibility .

In case of losing the user code, the User is allowed to ask for the deactivation of the service. The deactivation could be solely done by calling the number: ++385 (0)52 385 350.

## **9. PARKING THE BORROWED BICYCLE**

During the use of the bicycle, the User has to park the bicycle on the place meant for it in the Municipality of Medulin – the Med BIKE terminal, or in the City of Pula – the Bičikleta terminal – another place where it is allowed to park the bicycles. The User undertakes to abide by the traffic rules during parking the bicycle and to take care that the parked bicycle does not influence the safety of other traffic participants.

It is forbidden to park the borrowed bicycle:

- a. Near traffic lights
- b. In passages narrower than 1.50 meters
- c. At emergency exits
- d. So that the bicycle covers somebody's advertising panel or space
- e. Inside houses, yards or vehicles
- f. Near parking tickets automatic machines
- g. Near traffic signs
- h. On zebra crossings

## **10. USERS' OBLIGATIONS AND RESPONSIBILITIES**

The users' responsibility for the bicycle starts in the moment the bicycle is taken over from the Med BIKE terminal parking rack and lasts until the bicycle is properly brought back and thus registered in the system. **Users should check the mark on the pile indicating that the bicycle is properly locked (only then is the bicycle considered to be properly discharged).**

The User uses the bicycle at his or her own risk.

The Med BIKE System Administrator, the Municipality of Medulin, is not responsible for injuries to the User or third persons resulting from the use of the bicycle.

The user takes full responsibility for damages on or in connection to the bicycle which were caused by him or her. This also relates to damages to third persons, as well as to its theft during the period of the User's use.

In case the card for the bicycle use is damaged or missing, the User has to compensate for the expenses of issuing a new card.

In case the Med BIKE System Administrator, after the bicycle has been returned, notices a damage during the check of the computer system and the real condition of the bicycle and the damage could have only been caused by the User who was the last to return the bicycle, the Med BIKE System Administrator will notify the User, in written form to the address entered in the Bicycle Lease Agreement, about the amount of the caused damage and ask for the compensation of the damage to be done in a certain period with a warning about the possibility of debt enforcement.

The User does not have to bear the responsibility for damages which he or she was not informed about by the Med BIKE System Administrator in the way herein described. The aforementioned does not include damages which occurred by a rough irresponsibility or as a result of theft. The User's rough irresponsibility is the User's behaviour opposite to these General terms, a negligent relation to the bicycle, a deliberate damage to the bicycle, damage to the bicycle caused by a rough carelessness of the User, leaving the bicycle in places prohibited pursuant item 9 of the General terms and the failure to lock the bicycle which led to its theft.

The User is responsible for all additional damages and expenses which could occur due to his or her lack of collaboration with the Committee during the procedure of determining the damage and/or the search for the thief or the causer of the bicycle damage.

In case of a damage to the bicycle, the User has to notify the Med BIKE Administrator in the shortest possible period.

If during the bicycle use it becomes stolen, the User has to notify the Med BIKE Administrator on the telephone number ++385 (0)52 385 650 or ++385 (0)52 385 350 and the Police Station Pula (telephone number ++385 (0)52 532 629) or the 112 Centre in the shortest possible period.

If the User does not report the theft, he or she will be responsible for the whole damage caused to the Med BIKE System due to the theft in question.

## **11. THE Med BIKE SYSTEM ADMINISTRATOR'S OBLIGATIONS AND RESPONSIBILITIES**

The Med BIKE System Administrator guarantees that all the bicycles offered on lease are in a good working order, but does not exclude the possibility of failures which may occur by its regular use or by the User's holding it back.

The Med BIKE System Administrator does not hold responsibility for the User's personal things transported in the bike.

The Med BIKE System Administrator is also not responsible for damages suffered by the User in case the bicycle has not been used properly, as described in item 6 of these General terms, or if it has been used unauthorised.

In case the bicycle has been stolen, the Med BIKE System Administrator has to make a request to the authorized body for the case number of the theft and form a file on the stolen bicycle where the following documents have to be found:

- The bicycle value card from the bicycle owner's business books
- The Contract with the User to whom the bicycle was stolen during its use
- The Committee minutes about the circumstances under which the bicycle has been stolen
- The report about the bicycle theft to the competent authority

The Med BIKE System Administrator is responsible for the prevention of the User's data unauthorised use by third persons. The User's data, given by the Med BIKE System Administrator at closing the contract relationship about the bicycle lease based on these General terms and Agreement, may only be used for purposes defined by these General terms. Otherwise, the Med BIKE System Administrator is liable for the unauthorised use of the User's personal data.

In case the User notices that his or her data are abused, they have to promptly notify in written form the Med BIKE System Administrator who has to check the User's complaint, inspect his or her statements and notify them about the findings, at the same time sanctioning the possible data abuse according to personal acts which establish the employee's responsibility for the breach of work obligations.

The Med BIKE System Administrator does not hold obligations toward the User for his or her not knowing or not understanding the General terms, or if the User has not read them or sought explanations from the info point employee.

## **12. NOTIFICATIONS IN CASE OF EMERGENCY**

In case of a traffic accident, the User has to immediately report the accident to the Med BIKE System Administrator to the telephone number +385 (0)52 385 350 or to the Pula Police Station (telephone number +385 (0)52 532 629) or to the 112 Centre.

If the User fails to report the accident to the Med BIKE System Administrator, he or she will be liable for all the damage on the bicycle caused by the accident.

### **13. TERMINATION OF USE AND RETURN OF THE BORROWED BICYCLE**

The moment when the User properly returns the bicycle to the Med BIKE terminal parking rack is considered to be the termination of its use. The User has to park/return the bicycle so that it becomes visible on one of the official Med BIKE terminals or Bičikleta terminals (the public bicycle system of the City of Pula). At returning the bicycle, it has to be locked so that it is properly left off into the appropriate Med BIKE terminal parking rack. **Users should check the mark on the pile indicating that the bicycle is properly locked (only then is the bicycle considered to be properly discharged).** The locations of the official terminals are published on the web site [www.medulin.hr](http://www.medulin.hr) and it will also be possible to find them on Med BIKE terminal piles.

If in the moment the bicycle is being returned there are no free spaces on the Med BIKE terminal where to leave off the bicycles, the User has to return the bicycle to a next Med BIKE terminal or Bičikleta terminal which has a free parking rack or lock it inside the terminal area and immediately notify the Med BIKE System Administrator about that.

If the User does not return the bike even after the 24 hours' registration period has expired, the bicycle will be considered stolen and the Med BIKE System Administrator will promptly sign a theft at the Istria Police Department.

### **14. COMPENSATION AND PRICES**

This provision does not relate to the compensation of damages, in line with the provision of these General terms.

All the damage compensations are based upon the valid price list present at the beginning of each bicycle use. The prices are valid in line with the valid price list published on [www.medulin.hr](http://www.medulin.hr)

The Med BIKE services price list will be applied from 01 August 2016 and published on [www.medulin.hr](http://www.medulin.hr).

### **15. PERSONAL DATA PROTECTION**

The Med BIKE System Administrator guarantees for the confidentiality of personal data made accessible by the User in any possible way, which understand: name and surname, address, telephone number, number of a personal identification document. The mentioned data will not be made accessible by the Med BIKE System Administrator, except after a court, state attorney, police body's order or for purposes of executing other legal liabilities.

Such data will be used by the Med BIKE System Administrator only for the needs of these General terms and the contract relationship with the User, and after the termination of the Med BIKE System

services use, these data will not be used any more. This protection is based on the Personal Data Protection Act and other by-laws which regulate the protection of personal data.

#### **16. OTHER PROVISIONS**

Both parties to the agreement may terminate the Contract of the lease of bicycles at any time. The Med BIKE System Administrator will not accept the termination of the Contract of lease until the User does not pay for the damage or expenses occurring by his or her use of the Med BIKE system.

The competent court for all possible disputes which may arise from the use of the Med BIKE System is the Municipal Court of Pula.

The Civil Obligations Act has to be applied to everything not regulated by these General terms.

#### **17. PUBLICATION OF THE GENERAL TERMS**

These General terms will be accessible in the Med BIKE System Administrator's offices and on the Municipality of Medulin web page ([www.medulin.hr](http://www.medulin.hr)).

In case of information about the Med BIKE system is needed, the Municipality of Medulin is available through its e-mail address: [opcina@medulin.hr](mailto:opcina@medulin.hr) and telephone number ++385 (0)52 385 650.