**GENERAL TERMS AND CONDITIONS OF ACCESS AND USE OF THE BIKE RENTAL SYSTEM KrsKOLESOM IN THE MUNICIPALITY OF KRANJ**

Article 1

(SUBJECT-MATTER OF BIKE RENTAL SYSTEM SERVICES)

The bicycle rental system in the Municipality of Kranj is called KRsKOLESOM and it is a service rendered by the Municipality of Kranj. This service provides public self-service bicycle access.

The stations of the KRsKOLESOM system are located at the following locations (the map of stations is published on the website<http://www.krskolesom.si/o-storitvi/postajalisca>):

|  |  |
| --- | --- |
| 1. Kranj – Town Library Kranj (20 locks)
 | 15. Kranj – Klanec |
| 1. Kranj – Čebelica
 | 16. Kranj – Čirče I                                     |
| 1. Kranj – Sports centre (20 locks)
 | 17. Kranj – Elektro Gorenjska |
| 1. Kranj – Sports park II
 | 18. Kokrica – Kokrica |
| 1. Kranj – Šorlijevo naselje (20 locks)
 | 19. Kranj – Vrečkova ulica |
| 1. Kranj – central pharmacy
 | 20. Kranj – Baragov trg |
| 1. Kranj – Zlato polje
 | 21. Kranj – SS Čirče II |
| 1. Kranj – medical centre
 | 22. Kranj – Drulovka |
| 1. Kranj – Vodovodni stolp
 | 23. Kranj – Orehek |
| 1. Kranj – Planina I
 | 24. Kranj – town cemetery Kranj |
| 1. Kranj – Planina III
 | 25. Kranj – Jernejeva ulica |
| 1. Kranj – Planina otok (20 locks)
 | 26. Kranj – train station |
| 1. Kranj – Kulturni dom Primskovo
 | 27. Brdo – Park Brdo |
| 1. Britof – Britof
 | 28. Predoslje – KD Predoslje |

There are at least 10 bicycle locks at each station. All locks are electrified and suitable for charging electric bicycles

Article 2

(CONTACT DETAILS)

Contact details of the KRsKOLESOM system manager:

Mestna občina Kranj

Slovenski trg 1

4000 Kranj

T: 04 237 30 00

Contact details of the partial administrator of the KRsKOLESOM system:

Tourism and Culture Board Kranj

Glavni trg 2

4000 Kranj

T: 04 23 80 450

e-mail: info@krskolesom.si

webpage: [www.krskolesom.si](http://www.krskolesom.si)

Contact details of the call centre, where users of the KRsKOLESOM system can call for additional information and assistance, in case of bicycle theft, damage etc.:

T: 01 530 53 03

Article 3

(INTRODUCTORY PROVISIONS)

The terms used in the General Terms and Conditions have the following meanings:

“System” is a bicycle rental system in the Municipality of Kranj, called KRsKOLESOM;

“General terms and conditions” are the general conditions for accessing and using the system;

“Manager” of the system is the Municipality of Kranj as the provider of the system’s services;

“Partial system administrator” (hereinafter referred to as “administrator”) as the operator of the system’s services is the Tourism and Culture Board Kranj (Zavod za turizem in kulturo Kranj), Glavni trg 2, 4000 Kranj;

“User” means a person who uses the system service;

“Application form with statement” is the application form for access to the purchase of the package;

“E-registration” is the process of creating a user account online or with a mobile application;

“E-payment” is the process of online payment or digital payment;

“Instructions” are instructions for use of the system’s services;

“System maintainer” is a person who provides technical maintenance of the system’s bicycles and stations;

“Consent” is the consent of a parent or a legal representative of a minor;

The “period of use” of the system's services is the period of access to the system's services, annually published by the system manager on the website www.krskolesom.si;

“Package” is a combination of services of the KRsKOLESOM system chosen by the user;

“Account” is a user profile that is created at login and is a condition for selecting a package;

The “mobile application” MOBILN.SI is the official mobile application available for smart devices with operating systems based on Android and iOS.

The General Terms and Conditions define the conditions of use of the system and the obligations of the manager and the user. The General Terms and Conditions become valid and binding on all users of the system services by signing the application form with statement. The General Terms and Conditions are binding on the contracting parties as contractual provisions, in accordance with Article 120 of the Code of Obligations (Official Gazette of the Republic of Slovenia No 97/07 – official consolidated text, 64/16 – Constitutional Court decision and 20/18 – OROZ631). The General Terms and Conditions are published on the website of the system manager and its administrator.

The system manager reserves the right to change or amend the general conditions. Unless otherwise specified, the amended General Terms and Conditions enter into force on the day of their publication on the system manager's website: [www.krskolesom.si](http://www.krskolesom.si). Users are notified about the change or amendment by e-mail, or, if the user did not provide an e-mail address at registration, they notified by regular mail.

Article 4

(DEFINITION OF SYSTEM COMPONENTS)

The system consists of a network of stations, parts of which are a self-service terminal, urban furniture, locks, bicycles and information boards. The system provides self-service public access to bicycles, so that users of the system at the station can rent bicycles for use in accordance with the general conditions.

Parts of the station are:

* Self-service terminal with LCD touch screen, through which the user logs in, rents a bike and has access to the user profile and map of the system with stations’ occupancy;
* below the LCD screen is a card reader,
* It connects and communicates with the server and together with other stations it forms the bicycle system.
* Urban furniture is the rack and parts of the station that form the frame and carry the locks and boards.
* The locks (at least 10 in each station) are box-shaped, their function is to securely lock the bicycles and they are evenly distributed over the long rack which is part of the urban furniture. There is a silver button on each lock that the user has to press before taking the bike out of the lock. There is room for one bike in each lock. All locks are suitable for charging electric bicycles.

The bicycle racks as well as the bicycles are numbered. Ordinary bicycles are marked with the letter N and the bicycle number; electric bicycles are marked with the letter E and the bicycle number.

The mobile app MOBILN.SI is indirectly part of the system, as it enables system users to rent bicycles at stations, have a view of the stations, acquire information about the availability of bicycles in the system, and view their user profile. Existing users of the system enter their valid username and password to login to the application and access the system services.

Article 5

(CREATING A USER ACCOUNT AND PURCHASING A PACKAGE)

A user account can be created:

1. In person in the office of the administrator by completing the application form with statement with true information, which the user guarantees by signing,
2. By online registration on the official website of the system [www.krskolesom.si](http://www.krskolesom.si),
3. With the mobile app MOBILN.SI.

If a user account is created like under b) and c) and via online payment, all payments are processed by the Administration of the Republic of Slovenia for Public Payments (UJP).

The user undertakes to notify the administrator of any changes to their data within 8 days at the latest. This may be done at the administrator's office or by sending a notice to the administrator's address or by e-mail. The user has to show a valid identity document when they complete and sign the application form with statement.

A user of the system’s services may be any natural person over 14 years of age. For persons under the age of 18, their parents or legal representatives have to provide a user card and PIN code after signing their consent, whereby they are obliged to inform the administrator that the card and code are intended for a person who has not yet reached the age of 18, and to provide this person’s personal data.

Registration is also possible on the website www.krskolesom.si or with the mobile application MOBILN.SI. In the case of an e-registration of the user account, the user makes the payment for the package online (e-payment). Users who create an e-account will receive all login information by e-mail. In case of an incomplete registration, the user is invited to complete it. If the user fails to submit the complete information in time or if their added information is inappropriate, the administrator may reject the application in accordance with the General Terms and Conditions. When a complete application is approved, the user receives a user card and a PIN code for accessing the system at the administrator's office or by post.

Through the properly completed application form, the user card with PIN code, username and password, by paying for the chosen package, the user is allowed to rent bikes within the system in accordance with the General Terms and Conditions and to return the bike to the selected station.

After the expiration of the package, the user still has an active user account, but does no longer have the option of renting bicycles. For further use of the system and bicycle rental, it is necessary to purchase or extend the expired package or to buy one of the other packages that are available.

Article 6

(SERVICE AVAILABILITY)

The system manager is in charge of maintaining the system so that during the period of use of the system it is accessible 24 hours a day. The exception is force majeure. The system manager is not responsible for any unavailability of locks or bicycles at individual points of the system. If the locks are occupied, the user is obliged to take care of a safe storage of the bicycle or to take the bicycle to a station that has a free lock, which can be seen on digital maps (terminal, website, mobile app).

After purchasing the package, the user can start using the system immediately and use it every day of the week, taking into account the time limit of 840 minutes or 14 hours (hereinafter: temporal availability) in each period of 7 days from each time when they register into the system.

The temporal availability for weekly use of the system can be used continuously or be scheduled to several pieces by the user. If the user spends all available time in the current week, they are not entitled to the service until the next week, when the initial number of minutes (840 minutes) is restored. Exceptions are persons who violate the General Terms and Conditions.

The rental system functions in such a way that in the winter season, with the arrival of low temperatures, the system manager stores all the bicycles and closes the system until the arrival of the spring season, or at least they significantly reduce the number of bicycles in the system. Access to electric bicycles will also be disabled during this period.

Article 7

(PRICES AND PAYMENT METHOD)

The system manager offers the following packages for the 2020 season:

* Annual package: The price of the package for an ordinary bicycle is € 25 (twenty-five), for an electric bicycle € 50 (fifty) where electric as well as ordinary bicycles can be rented.
* Monthly package: the price of the package for an ordinary bicycle is € 10 (ten), for an electric bicycle € 20 (twenty) where electric as well as ordinary bicycles can be rented.

A fee of € 15 (fifteen) is charged for re-issuing a card if it has been lost.

Payment of the invoice and package is possible at the administrator's office and is done in cash or, in the case of e-registration of a user account, also via e-payment. Payment for a re-issued card is only possible at the administrator's registered office and is to be made in cash.

In the case of a system outage or discontinuation, the amount paid for the package will not be refunded.

Price changes are valid from the publication of their change onwards. All prices include VAT.

Article 8

(SYSTEM USE)

Short instructions for renting and using bicycles:

* Choose the bike you wish to rent and make sure it is flawless.
* Access the computer terminal with the LCD screen and press the screen to start. Select the language for communication and follow the instructions. The system can only be used with the “KRsKOLESOM” system card or with a username and password.
* To log in to the system, place your “KRSKOLESOM” card onto a specially marked place on the LCD screen.
* Enter your PIN code (the four-digit number that came with the card) and confirm. If you do not have the above-mentioned card, enter your username and password.
* Follow the on-screen instructions to rent bicycles or use other services.
* If you decide to rent a bike, wait for the system to check all the locks and let you know which bikes are available. It will provide you with the bicycle lock numbers available to you.
* Once you have selected one of the bikes, wait for the system to process your selection and confirm it. We recommend that you first check that the bike is in good condition before use and only then choose a bike.
* After confirmation, you have 20 seconds to access the lock in which the selected bike is located and press the silver button, which will flash green, to unlock.
* After pressing the button, hold the bike by the seat with one hand and the handlebars with the other hand, and with one movement, gently push the bike forward first and then pull the bike back to remove it from the lock.
* If you fail to remove the bike from the lock for any reason, push and dock the bike firmly back into the lock, make sure it is locked and repeat the rental process from the beginning.
* After a successful rental and a ride, you simply, just harder this time, push and dock the bike back into the lock. Before leaving, always make sure that the bike is actually locked. If you have successfully locked the bike, the button on the lock will light up blue.
* If the button on the lock is lit red, this is a warning that you have not docked the bicycle correctly, so you have to repeat the return process.
* Should all locks be occupied on your arrival or should there be no free bikes at the station please wait until the arrival of the maintenance service or go to the next station.
* In case of system failure, please call 01 530 53 03, and in case of registration problems, call 04 23 80 450.

Article 9

(USER DUTIES)

The user is obliged to use the service of the system with the necessary care, prudence and due diligence and in accordance with the General Terms and Conditions. The user has total control over the bicycle they have rented. The user is obliged to handle the bicycle in such a way that the possibility of damage, destruction or disappearance is minimal. A system user under the age of 18 has to wear a bicycle helmet when using the bicycle, which they have to provide themselves. The user is obliged to notify the manager immediately of the loss or theft of a user card. By signing the application form with statement, the user of the services accepts the General Terms and Conditions and agrees that in case of their violation, the system manger has the right to charge the user for the costs, in accordance with Article 12 of the General Terms and Conditions. As the user is responsible for the bicycle from the moment they rent it to its return, they are obliged to inspect the most important parts of the rented bike before use, and in particular:

* Proper attachment of the seat, pedals and basket;
* Proper operation of bell, brakes, front and rear lights, reflectors;
* Good general condition of frame, tires and handlebar.

In case the user finds out during the inspection of the bicycle is not technically flawless or is otherwise damaged, they immediately have to notify the system maintainer on the number 01 530 53 03, otherwise the damage is considered to have occurred during their use.

If it is found that their use of the bicycle violates the General Terms and Conditions, the user is obliged to return the bicycle immediately after the call of the manager.

Article 10

(RESTRICTIONS ON THE USE OF SERVICES)

The user is not allowed to borrow, rent or give their user card and the PIN code or the username and the password to another person or use them in any other way than specified in the General Terms and Conditions. Any such conduct is considered a serious breach of the General Terms and Conditions, resulting in suspension from the contract. If damage occurs during the time when the bicycle is rented, the user or the owner of the user card with which the bicycle was rented is responsible.

The user card and the rented bicycle are the responsibility of the user who has assumed liability for complying with the General Terms and Conditions.

The user has the right and duty to use the bicycle appropriately in accordance with the General Terms and Conditions. Appropriate use excludes mainly the following:

* Use contrary to applicable road safety legislation;
* Use of the bicycle under conditions that may lead to damage to the bicycle;
* Any transport of a third party by any means;
* Use of the bicycle in a way that endangers the user or a third party;
* Any disassembling or attempt to disassemble the stand, the whole bicycle or their individual parts and devices;
* Any inappropriate use of the bicycle, including a load of the bicycle over 200kg and of the basket over 2kg.

Access to the service or use of a bicycle that is part of the system is prohibited to all minors under the age of 14, regardless of whether they are accompanied or not.

The holder reserves the right to suspend the operation of the system for a certain period of time in the case of major and extensive damage to the bicycle system or its components or in the case of major technical faults.

Article 11

(LIABILITY AND STATEMENTS OF THE PARTY)

Any damage caused during the use of the bike is the responsibility of the user.

The legal representatives of a minor user are liable for all damage caused directly or indirectly by the minor user by their use of the service.

Any rental exceeding 14 hours (the time starts to run from the moment the bike is rented) is treated as theft of the bike until it reappears. In case the bicycle is stolen at the time of the user's rental, the user is obliged to report the disappearance of the bicycle on the telephone number 01 530 53 03 and report the theft to the police on the telephone number 113. The bike remains fully in the user's sole responsibility until the administrator receives a copy of the theft report to the police.

In case of an accident and/or damage event involving a bicycle, the user is obliged to report all facts related to the accident or damage event to the number listed in the previous paragraph. The bicycle remains the user's responsibility until it is chained to the bicycle rack or until the bicycle is personally returned to the operator or system maintainer.

The system manager is not liable for injuries to the user when using the bike.

After they have rented the bike, the user is responsible for all actions committed with the system’s bike and for all material and non-material damage that occur to them or third parties when using the bike. The system is used at their own risk.

Article 12

(VIOLATIONS)

In case of minor damage to the bicycle and parts of the bicycle resulting from normal use, the manager shall not claim any compensation from the users after whose use the damage was found. Minor damage is considered to be damage to bicycles that occurs during normal use of the bicycle (cracked inner tube, damage to lights, bells, etc.) and the cost of which does not exceed the value of € 50 according to the valid price list of the system maintenance service technician.

In case of serious damage to the system, the carrier shall take appropriate measures by sanctioning the user by imposing a contractual penalty as laid down in this Article. Serious damage is considered to be damage to the bicycle that occurs intentionally or through improper use (damage to the battery, gearbox, engine, etc.) and the cost of which exceeds the value of € 50 according to the valid price list of the system maintenance service technician.

In case of exceeding the available weekly time of use (14 hours) and in case the user does not return the bike after this time, the manager:

* prompts the user at the end of the available time (by telephone or e-mail) to immediately return the bicycle to the system;
* after a total of 3 hours from the unsuccessful telephone call for the return of the bicycle by the administrator, the user is prevented from further access to the system;
* 14 hours after the access to the system was blocked, the bicycle is considered to have been stolen and the theft is reported to the police and treated in accordance with the applicable legislation of the Republic of Slovenia.

The examples mentioned in the previous paragraph and the case of a user not responding to the administrator's calls are considered a serious violation of the General Terms and Conditions and, accordingly, the user is denied further access to the system.

In case of sharing access to the system (a user gives their card or username or bicycle to a third party and thus enables them to use the system), the user is obliged to pay a contractual penalty of € 100 (one hundred) and denied further access to the system for the current year.

In case of damage to the bike, due to which it is not possible to continue using it or when the bike is stolen, the user is obliged to pay a contractual penalty, which is charged in the amount of the bike value, i.e. for an ordinary bike the amount of € 600 (six hundred), an electric bike the amount of € 2300 (two thousand three hundred). This is also considered a serious violation, which is sanctioned by preventing the user from using the system in the rest of the current season.

Users who improperly lock the bicycle in the lock (according to Article 8 of these conditions) or do not lock it at all, are punished by the system manager for their irresponsible use of bicycles, namely for an unlocked ordinary bicycle with € 80 (eighty) and an electric bicycle with € 150 (one hundred and fifty), which have to be paid to the treasury sub-account of the Municipality of Kranj. In case of theft, the user is liable for negligent conduct.

Article 13

(PROTECTION OF PERSONAL DATA)

In accordance with the General Regulation on Personal Data Protection (GDPR), all users are made aware that in order to operate the KRSKOLESOM system and to enforce eventual legal claims, they allow the administrator to collect, access, process and store personal data provided at registration that are absolutely necessary for the operation and the use of the system. These data are: name and surname, data on personal document, year of birth, permanent/temporary address, e-mail address, telephone number, data on individual rental (which bike, at which station and at what time), proof of payment via UJP (if payment has been made in this way).

This personal data is kept for 3 months after the expiration of the user account for the KRsKOLESOM system.

Users have to give special consent that their contact e-mail address may be used for sending promotional messages related to the KRsKOLESOM public bicycle rental system.

Article 14

(DISPUTE SETTLEMENT)

The law of the Republic of Slovenia applies to these General Terms and Conditions. Any disputes regarding the implementation and consequences of the General Terms and Conditions will be resolved amicably by the manager and the user. If the dispute cannot be resolved in this way, the manager and the user will endeavour to resolve the potential dispute through mediation and other alternative means of resolving the potential dispute. If this is not possible, the District Court in Kranj has material and territorial jurisdiction to resolve disputes.

Article 15

(CONTRACT WITHDRAWAL)

The user may withdraw from the contract at any time without having to state the reasons for this. They have to notify the system manager of the resignation in writing.

The system manager may also request a user’s withdrawal from the contract in the case of a serious breach by the user. Upon withdrawal from the contract, the amount paid will not be refunded, with which the user expressly agrees.

Article 16

(MODIFICATION OF THE GENERAL TERMS OF ACCESS AND USE)

Users will be automatically notified of any changes to these General Terms and Conditions via email or regular mail. The changes will also be published on the website www.krskolesom.si.

Article 17

(ACCESS TO THE KRSKOLESOM SERVICE THROUGH CONNECTED PLATFORMS)

In case of using the services and accessing the KRSKOLESOM system with the help of the MOBILN.SI mobile app, all general conditions of access and use of the system stated in this document apply to the user.

Article 18

(CONSEQUENCES)

Consequences of non-compliance with these General Terms and Conditions are borne by the user.

Number: 430-8/2017-100-40/22/03

Date: 23 April 2020

Mayor

 Matjaž Rakovec