

# GENERAL TERMS OF ACCESS AND USE OF THE "GoNm" BIKE RENTAL SYSTEM IN THE URBAN MUNICIPALITY OF NOVO MESTO

## 1. THE OBJECT OF THE BIKE RENTAL SERVICE

The bike rental system in Novo mesto is called "GoNm" and is a service provided by the urban municipality of Novo mesto. This service provides public self-service access to bikes.

The stations of the "GoNm" system are at the following locations (a map of the stations can be found at: <http://www.gonm.si>):

1. Novi trg/New Square
2. Ulica Slavka Gruma/Slavko Grum Street
3. BTC center Bršljin/The BTC Centre of Bršljin
4. Ločna-Seidlova cesta/Ločna-Seidl Street
5. Šolski center Novo mesto/Novo mesto School Centre
6. Ragovska ulica/Ragovska Street
7. Kandijski most/Kandija Bridge
8. Glavni trg/Main Square
9. Center-Seidlova cesta/Centre-Seidl Street
10. Topliška cesta/Topliška Street
11. Drska
12. OŠ Bršljin/Bršljin Primary School
13. OŠ Šmihel/Šmihel Primary School
14. Podbreznik
15. Adria

There are 10 bicycle stands at each station.

## 2. INTRODUCTORY PROVISIONS

The following definitions apply in the General Terms:

- The "GoNm rental system" is hereinafter referred to as the System;
- The object of the General Terms is the bike rental system in the urban municipality of Novo mesto;
- The "General Terms" define the general conditions for access to and use of the System;
- The "Holder" of the system is the urban municipality of Novo mesto, as the carrier of the System;
- The "System Manager" refers to the urban municipality of Novo mesto, Seidlova cesta 1, 8000 Novo mesto, as the System Manager of the service;
- The "User" means a person using the System service;
- "Application Form with a Statement" refers to the application form that must be completed in order to gain access to the Registration System;
- "Instructions" refer to the instructions for using the System;
- "System Maintenance" refers to the people who maintain the bicycles and bicycle stations;
- "Consent" refers to parental consent if the user is a minor;
- "Season" refers to the period in the current calendar year when the system is operating;
- The "Period of Use" of system services refers to the period of access to the system published annually by the Holder on its website (<http://www.gonm.si>)

The General Terms and Conditions define the terms of use of the system and include questions, customer support, and Holder and User obligations.

By signing the Application Form with a Statement, the General Terms and Conditions are valid and binding on all Users of the System.

The General Terms and Conditions bind the contracting parties in accordance with Article 120 of the Obligations Code (Official Gazette RS, Nos. 97/07 and 64/16). The General Terms and Conditions are published on the website of the Holder and the Manager and are annexed to the Application Form with a Statement.

The Holder reserves the right to change or annex the General Terms and Conditions. Unless otherwise specified, the amended General Conditions will enter into force on the day of their publication on the Holder's website: <http://www.gonm.si>.

### 3. CONTACT INFORMATION

"GoNm" System Manager Contact Information:

Urban Municipality of Novo mesto; Address: Seidlova cesta 1, 8000 Novo mesto;

Phone: 07/39 39 202; Email: [mestna.obcina@novomesto.si](mailto:mestna.obcina@novomesto.si); Website: [www.gonm.si](http://www.gonm.si)

### 4. DEFINITIONS OF THE KEY CONCEPTS

The System consists of a network of bike stations, including self-service terminals, urban furniture, locks, bicycles and info boards. The System provides self-service public access to bikes so that Users can rent them at the bike stations in accordance with the General Terms and Conditions.

The bike stations include:

- A self-service terminal with an LCD touch screen, through which you can sign up, rent bikes and gain access to your user profile and a map of the system showing the occupancy of the bike stations;
- An LCD screen with a card reader, which connects and communicates with the server, forming a System together with the other bike stations.
- The 'urban furniture' includes the bike stands and parts of the bike station that form the frame and carry the locks and boards.
- The locks (10 at each station) serve to securely lock the bikes; they are box-shaped and evenly spaced over the long metal bars, part of the urban furniture. There is a silver button on each lock, which must be pressed before removing the bike from the lock. There is room for one bike at each lock.
- The bike stands and bikes are numbered.

## 5. REGISTRATION ON THE SYSTEM

Registration can be made in person at the TIC Novo mesto by filling in and signing the Application Form with a Statement with valid information.

The User agrees to notify the Manager of any changes to their data within 8 days at the latest. This can be done at the Manager's headquarters or by sending a notification to the Manager's address or email.

The User must present and show a valid identity document when submitting the completed and signed Application Form with a Statement, which is an annex to the General Terms and Conditions.

A User of the system services may be any person over 14 years of age. Minors over 14 years of age can obtain a user card and PIN if their parents or legal guardians sign the Consent, informing the Manager and providing their personal information.

In the event of incomplete registration, the User is invited to correct or add data. If the User does not submit the corrected or additional data in a timely manner or if they are inappropriate, the Manager may refuse the application in accordance with the General Terms and Conditions.

After the full application has been approved, the User receives a user card and a PIN to use the system.

A properly filled-in application form, a user card with a PIN code, and a username and password allow the User to rent bikes within the system in accordance with the General Terms and Conditions, providing the bike is returned to the selected station.

## 6. REGISTRATION ON THE SYSTEM AND THE AVAILABILITY OF THE SERVICE

To access the services of the System, the User must be registered and have completed the Application Form with a Statement. After successfully logging in, the User is given a user name and password and a non-transferable user card with a PIN.

The Holder must maintain the System so that it is accessible 24 hours a day, except for cases of force majeure.

The Holder is not responsible for the occupancy or unavailability of bikes at individual stations of the System. If all the locks are already in use at a particular station, the User is obliged to keep the bike secure or take it to a bike station where there is a free lock.

After logging in, the User can use the system on any day of the week, considering the time limit of 840 minutes or 14 hours (hereinafter referred to as "time availability") a week for each period of 7 days after registration.

The time availability for the weekly use of the System can be used continuously or spread throughout the week. If a User spends all their available time during the current week, they are not entitled to use the service until the following week, when the user card will be reactivated.

The Users who do not comply with the System and do not follow General Terms and Conditions on different occasions will not have their user card reactivated. In the event that the same User violates the General Terms and Conditions three times within a period of three months, the Holder has the right to deny them access to the System for a specified period.

## 7. PRICES AND PAYMENT METHOD

Registration for access to the system services is priced as follows:

Package 1: Annual membership fee €25 – access to the use of electric and regular bikes

Package 2: Monthly membership fee €5 – access to the use of electric and regular bikes

Registration is valid for the current calendar year. Re-issuing of the card in the event of loss is charged at €20.

The registration fee can be paid at TIC Novo mesto in cash only.

The re-issuing of the card can be paid at the TIC Novo mesto, in cash only. Any misuse of the card as defined in the first paragraph of Article 9 of the General Terms and Conditions will be sanctioned by blocking the card and prohibiting re-registration during the current year.

In the event of intentional major damage to a bike that makes its further use impossible or a bicycle being stolen, the value of the bike will be charged, namely €600 (six hundred) for a regular bike and €2000 (two thousand) for an electric bike.

A User who does not return the bike according to the regulations can be fined €20.

In the event that minor damage is noted 3 times within a 3-month period with the same User, the User will receive a formal reminder. If the damage continues after the reminder, any further damage will be charged to the User according to the valid price list of the authorized repairer.

In the event of serious and deliberate damage to the System and unintentional damage that poses danger to the safety of users, the Holder will take appropriate action. The User will be required to reimburse the cost of the repair according to the valid price list of the authorized repairer.

Changes in prices are effective from the date on which they are published. All prices include VAT.

## 8. USER'S OBLIGATIONS

The User must use the System with appropriate care, prudence and diligence, and in accordance with the General Terms and Conditions.

The Users have control of the bike they borrow. The User must handle the bike in such a way that the possibility of damage, destruction or disappearance is minimal.

The User must immediately notify the Manager of the loss or theft of their card.

By signing the Application Form, the User accepts the General Terms and Conditions and agrees that in the event of a breach of the General Terms and Conditions, the Holder has the right to charge the User in accordance with Chapter 7 of the General Terms and Conditions.

As the User is responsible for the bike from the moment of pick-up until return, they must inspect the most important parts of the rented bike before use, in particular:

- Proper attachment of seat, pedal and basket;
- Proper functioning of bells, brakes, front and rear lights, reflectors;
- Good overall condition of the frame, tyres and handlebars.

Should the User discover that the bike is not in technically perfect condition or that it is otherwise damaged during their inspection, the system Maintainer must be immediately informed on + 386 (0) 1 530 530 3, otherwise the damage will be considered as inflicted at the time of the last use.

If it is determined that the use of the bike has been contrary to the General Conditions, the User must return the bike immediately following the Manager's call.

## 9. RESTRICTIONS ON USE OF SERVICE

The User must not borrow, lease, give away or use their user card and/or PIN code in any way other than those specified in these General Terms and Conditions. Any such conduct will be considered a serious breach of the General Terms and Conditions. Any damage to a bike is the responsibility of the User or the owner of the user card with whom the bike was rented.

The user card is the responsibility of the registered User who thus assumes the responsibility of complying with the General Terms and Conditions.

The User is obliged to notify the TIC Novo mesto immediately if the card is lost.

The User has the right to use the bike properly in accordance with the General Terms and Conditions. Proper use excludes in particular the following:

- Using the bike contrary to the applicable road safety legislation;
- Using the bike under conditions that may cause damage to the bike;

- Using the bike for the transportation of a third party in any way;
- Using the bike in a way that endangers the User or a third party;
- Any dismantling or attempt to dismantle the stand, the complete bike or its individual parts and equipment;
- Any inappropriate use of the bike in general.

Access to the service is forbidden to all minors under the age of 14, whether or not they have an escort.

The bike is designed for a weight of up to 200 kg.

The Holder reserves the right to suspend the System for a limited period of time in the event of major and extensive damage to the System of bikes or components, or in the event of major technical defects.

## 10. CUSTOMER'S LIABILITY AND STATEMENTS

The User is responsible for any damage caused during their use of the bike.

If the User is a minor, their legal guardians are responsible for any damage to the bike caused by them directly or indirectly.

Any rental that exceeds 24 hours (beginning with the moment the bike was rented) is treated as theft until the bike is returned.

In the event of the disappearance of a bike while a User is responsible for it, the User must report the disappearance by calling + 386 (0)7 39 39 263 immediately or within 14 hours of the beginning of the rental, and reporting the theft to the police by telephone on 113. The bike remains fully the User's sole responsibility until the Manager receives a copy of the theft report from the police.

In the event of an accident and/or an incident involving a bike, the User is obliged to report the facts to the number given in the previous paragraph. The bike remains the User's responsibility until it is locked to the bike stand or until the bike is returned to the System Manager or System Maintenance.

The Holder is not responsible for any damage/injury caused by the use of the bicycle. Users of the rental System under the age of 18 must wear a bike helmet when cycling, providing the helmet themselves.

After a successful rental of the bike, the User is responsible for all actions done with the bike and for all material and non-material damage that occurs to third parties when using the bike.

The System is used at the User's own risk.

## 11. VIOLATION OF RULES

In the event of minor damage to the bicycle and/or bicycle parts resulting from normal use, the Holder will not claim any compensation from the User after they have determined the damage and identified the User.

In the event that a User repeatedly causes minor damage to the bike when using it for a shorter period of time, the User will be sent an official reprimand. If this does not work and the User continues causing damage to bikes, the Holder will take appropriate action as indicated in Section 7, paragraph 5, of the General Terms and Conditions.

In the event of serious and deliberate damage to the system, the Holder will take appropriate action as specified in paragraph 6 of Section 7 of the General Terms and Conditions.

If the available weekly usage time (14 hours) is exceeded, and if the User does not return the bike after the expiration of this time, the Manager reserves the right to:

- Call the User to ask them to promptly return the bike to the system after the available time has elapsed;
- Three hours after a successful or unsuccessful phone call to the User, urging them to return the bike, the Manager will block the User from the System;
- 24 hours after blocking the User from the System, the bike will be treated as stolen, reported to the police and the case handled in accordance with the applicable legislation of the Republic of Slovenia;
- Such cases are considered to be a serious breach of the General Terms and Conditions, and will thus prevent the User from continuing to access the system.

The rules of Section 11 and the sanctions imposed are intended to ensure the smooth operation of the system and accessibility for other users.

Common violations or abuses that will be sanctioned:

- Not locking the bikes;
- Leaving bikes outside the stations provided;
- Negligence in the handling of the bike;
- Lending cards or usernames;
- Frequent delays in returning the bike after the expiry time;
- Any operation that is not defined as normal use of the system and bikes.

## 12. PERSONAL DATA PROTECTION (GDPR)

By signing the contract, in accordance with paragraph 3 of Article 9 of the Personal Data Protection Act (ZVOP-1), the User agrees and permits the Manager to collect, process and store personal data evident from the Application Form with the Statement (annex to the General Terms and Conditions) or from the application, and to record usage data for the purposes of system operation and management, up to the end of the registration period. The data will cease to be retained six months after the expiry of the registration. Revocation of consent does not affect the lawfulness of personal data processing which took place up to the revocation. The Manager undertakes to take appropriate measures under the applicable law to protect the personal data of the User, not to forward such information, and to prevent access to the personal data of the User by unauthorized people.

The User may, at any time, revoke the consent given in accordance with paragraph 1 of this item personally at the Headquarters of the Manager or in a written statement. In this case, the Application Form with the Statement will be terminated.

### **13. SETTLEMENT OF DISPUTES**

These General Terms and Conditions are governed by the law of the Republic of Slovenia. Any disputes regarding the implementation and consequences of non-compliance with the General Terms and Conditions must be resolved by the Holder and the User by mutual agreement. If the dispute cannot be resolved in this way, the Holder and the User must work to resolve the dispute through mediation and other alternative ways of resolving potential disputes. If this is not possible, the District Court of Novo mesto holds jurisdiction over the disputes. The User and the Holder undertake to agree to submit the dispute to mediation in the event of litigation.

### **14. MODIFICATION OF THE GENERAL TERMS OF ACCESS AND USE**

Users will be notified automatically of any changes to these Terms and Conditions. Changes will also be posted on the website: [www.gonm.si](http://www.gonm.si).

### **15. CONSEQUENCES**

The consequences of non-compliance with these General Terms are borne by the User.

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Mayor Gregor Macedoni, MSc