



**ПАРКИНГ
СЕРВИС**

**Public Utility Company for Public Garages and Parking Lots
"PARKING SERVIS", Belgrade
27 Kneza Višeslava Street**

GENERAL TERMS AND CONDITIONS OF BICYCLE USE

- April, 2019 -

GENERAL

Item 1

General Terms and Conditions of Bicycle Use in the territory of the City of Belgrade (hereinafter referred to as: General Terms and Conditions) stipulate the requirements for acquiring the right to use bicycles, namely adult and kids' bicycles by users of the Special Parking Lot services in the territory of the City of Belgrade, managed by Public Utility Company "Parking servis" Belgrade (hereinafter referred to as: the Company), as well as the rights and obligations of both the Company and the User.

ACQUIRING THE USER STATUS

Item 2

Bicycles are the property of the Company, and they can be granted for temporary use only to individuals who, in accordance with the General Terms and Conditions, have acquired the user status (hereinafter referred to as: the User), by signing the Statement of Acceptance of the General Terms and Conditions.

Item 3

Pursuant to item 2 of these General Terms and Conditions, User shall mean any person who at the time of signing the Statement of Acceptance of the General Terms and Conditions cumulatively meets the following requirements:

- he/she uses parking services at any Special Parking Lot where bicycles are available,
- he/she is older than 18 years of age.

Item 4

- By signing the Statement of Acceptance of the General Terms and Conditions, it is considered that the User has accepted and agrees with the said. Any violation of provisions within the General Terms and Conditions shall entail an appropriate sanction for the User.
- The Statement is signed at Special Parking Lot, and shall contain information on the vehicle being the subject of parking service payment, bicycle data, as well as the personal data of the User (surname, father's name and name, PIN, full address of residence or place of residence, identity card / passport number and country of issue, telephone number), to be checked by an employee at the parking lot by inspecting the ID card / passport which the User is obliged to hand.
- If requested, the User may obtain the General Terms and Conditions with the Statement.

REQUIREMENTS FOR TAKING BICYCLES FOR TEMPORARY USE

Item 5

- Based on the signed Statement of Acceptance of the General Terms and Conditions, the User who parked his/her vehicle at the Special Parking Lot, shall be entitled to temporary use of bicycles, namely adult and kids' bicycles.
- A bicycle is granted to the User for temporary use free of charge, as part of the parking services the User pays according to the valid Price list of the Company.
- The User may replace the taken bicycle in the event of circumstances that prevent the use thereof (breakdown, tire defect, etc.)

- The User who signed the Statement of Acceptance of the General Terms and Conditions may take maximum two adult and two kids' bicycles, for their needs, depending on bicycle availability at the relevant parking lot.
- The User who has borrowed the bicycles according to the preceding paragraph, may give the other adult bicycle, at his/her sole discretion, only to a person who meets the requirements for controlling a bicycle as a means of transport in accordance with the applicable Law on Road Traffic Safety.
- The User who has borrowed kids' bicycles is obliged to take all measures aimed at ensuring the safety of children in traffic in accordance with traffic safety regulations, to comply with the prescribed prohibitions and limitations from the applicable Law on Road Traffic Safety and is fully responsible for their use and safety of children.
- The User is obliged to return all the bicycles taken at the same time.
- The provisions contained in the General Terms and Conditions relating to the rights and obligations of the User, except for provisions governing liability and indemnity, are also applicable to the Holder, that is, the person controlling the bicycle, who is obliged to use the bicycle in all respects in accordance with such terms and conditions and traffic rules.
- The User shall bear material liability towards the Company for any damage, destruction and / or theft or loss of a bicycle controlled by the Holder and is obliged to indemnify the Company in full in compliance with the general rules on liability for damages in accordance with the regulations of the Republic of Serbia.
- The Holder shall bear sole responsibility for damage to property and / or body injury of third persons, incurred by bicycle controlled by the Holder, unless the Holder is a minor, for whom, in accordance with the law, his legal representative or guardian is responsible, thus relieving the Company of objective responsibility as the owner of the dangerous item.

Item 6

- Persons who have acquired the User status in accordance with the General Terms and Conditions may take a bicycle for temporary use provided only that they have parked their motor vehicle at Special Parking Lot where bicycles are provided for users.
- Special Parking Lot requirements where parking services are subject to payment according to each initiated hour rate:
 - The User shall drive up to the parking lot entry and take the parking ticket out of the entry ticket machine at the parking lot,
 - Having parked the vehicle, the User approaches the collector and hands the entry parking ticket, based on which a bicycle may be granted,
 - The User gives his/her identity card / passport and vehicle registration certificate to the collector and fills in and signs the Statement of Acceptance of the General Terms and Conditions,
 - Having signed the Statement of Acceptance of the General Terms and Conditions, the User takes a bicycle for temporary use after visual inspection thereof,
 - Having returned the bicycle in proper condition and after its visual inspection by the collector, in order to establish whether the item is in proper working order and complete in terms of equipment, the User takes the parking ticket from the collector, after which he/she pays the parking service when driving out of the parking lot.

- Special Parking Lot requirements where parking services are subject to one-time payment at the entry:
 - The User shall drive up to the parking lot entry and pay for the parking service,
 - Bicycle is granted based on the receipt,
 - Having paid for the parking service, the User gives the receipt, his/her identity card / passport and vehicle registration certificate to the collector and fills in and signs the Statement of Acceptance of the General Terms and Conditions,
 - Having signed the Statement of Acceptance of the General Terms and Conditions, the User takes a bicycle for temporary use after visual inspection thereof,
 - Having returned the bicycle in proper condition and after its visual inspection by the collector, in order to establish whether the item is in proper working order and complete in terms of equipment, the User takes the receipt from the collector, after which he/she may leave the parking lot.

Item 7

- Persons who have acquired the User status in accordance with the General Terms and Conditions of Use of Parking Services by "Parking PasS" time-limited parking card, may take a bicycle for temporary use provided only that they have parked their motor vehicle at Special Parking Lot where bicycles are provided for users and that their "Parking PasS" time-limited parking card is activated (with the date and time of expiry of the card validity period printed on it).
- When driving up to the special parking lot within "Park and Cycle" system, depending on the method of payment for parking services at such parking lot (payment before leaving the parking lot, payment when entering the parking lot), the User shall act in one of the following ways:
 - Special Parking Lot requirements where parking services are subject to payment according to each initiated hour rate:
 - The User shall insert Parking PasS card facing up in the direction of the arrow into the entry ticket machine, take it out of the entry ticket machine after processing, after which the entry ramp is lifted and the User may enter the parking lot,
 - Having parked the vehicle, the User approaches the collector and hands his/her Parking PasS card to the collector, based on which a bicycle may be granted,
 - The User gives his/her identity card / passport and vehicle registration certificate to the collector and fills in and signs the Statement of Acceptance of the General Terms and Conditions,
 - Having signed the Statement of Acceptance of the General Terms and Conditions, the User takes a bicycle for temporary use after visual inspection thereof,
 - Having returned the bicycle in proper condition and after its visual inspection by the collector, in order to establish whether the item is in proper working order and complete in terms of equipment, the User takes his/her Parking PasS card from the collector and when driving out of the parking lot, the User inserts his/her Parking PasS card facing up in the direction of the arrow into the exit ticket machine, takes it out of the ticket machine after processing, after which the exit ramp is lifted and the User may leave the parking lot.

- Special Parking Lot requirements where parking services are subject to one-time payment at the entry:
 - The User shall drive up to the parking lot entrance and hand his/her Parking PasS card to the employee in a collection booth, who gives Parking PasS card back to the User after processing, the entry ramp is lifted and the User may enter the parking lot,
 - Having parked the vehicle, the User approaches the collector in charge of bicycles' use and hands his/her Parking PasS card to the collector, based on which a bicycle may be granted,
 - The User gives his/her identity card / passport and vehicle registration certificate to the collector and fills in and signs the Statement of Acceptance of the General Terms and Conditions,
 - Having signed the Statement of Acceptance of the General Terms and Conditions, the User takes a bicycle for temporary use after visual inspection thereof,
 - Having returned the bicycle in proper condition and after its visual inspection by the collector, in order to establish whether the item is in proper working order and complete in terms of equipment, the User may leave the parking lot.

Item 8

- If the User does not sign the Statement of Acceptance of the General Terms and Conditions, he/she may not use parking services with an option of bicycle use, but only parking services.
- The User may park his/her motor vehicle and take a bicycle for temporary use only if there are available parking spaces or bicycles at such parking lot.
- Before taking the bicycle, the User is obliged to inspect it in the usual way and check its functionality (brakes, tires, steering wheel, front and rear lights, bell, etc.).
- By taking the bicycle, the User acknowledges that he/she has received it as technically functional, without any functional defects or damage, without any right to subsequent claims.

DURATION OF USE

Item 9

- Bicycles may be used in the period from April 1 to November 1 of the current year, and exceptionally, depending on weather conditions, this period may be different.
- Bicycles may be taken every day from 9:00 am to 9:00 pm.
- The User is entitled to use the bicycle only during the time his/her motor vehicle is in the parking lot.
- As a rule, bicycles are to be returned on the same day they were taken, and no later than 9:00 pm.
- If the User fails to return the bicycles by the specified time, he/she is obliged to contact the Company by dialing 064 8141532 and leave his / her personal data. If the User fails to contact the Company and to return the bicycles within 48 hours after the bicycles were taken, and does not inform the Company of the reasons for such delay, the Company will consider that the User has kept the bicycles without any authorization, or that they have

been stolen and will take measures in accordance with law applicable in the territory of the Republic of Serbia.

- For all the time until the bicycles are returned, the parking time is calculated for the User (per hour, for each initiated hour, or as a whole day parking, for each initiated day, counting from the moment of taking the bicycle until the moment of returning the bicycle and / or kids' bicycle).
- The User is obliged to return the bicycles in a fully functional condition to the parking lot from which they were taken, except in case of unforeseen circumstances (loss, theft, damage, etc.), which are subject to special rules.

RIGHTS AND OBLIGATIONS OF THE COMPANY

Item 10

- The Company will publish information on locations in the territory of the City of Belgrade where bike racks are installed.
- The Company's collector and other employees of the Company are authorized to, after the bicycles are returned to the parking lot, perform a visual inspection thereof and verify their functionality even in cases when the User did not report any damage to bicycles or any other defect.
- The User agrees that the Company may retain the motor vehicle of the User in the parking lot if he/she has returned defective and / or damaged, as well as an incomplete bicycle, until the User signs the statement of event and damage incurred, with a brief description of the facts and circumstances of such event, on the form available in the collector's booth (hereinafter referred to as: Statement of Damage). Upon signing the Statement of Damage, the User may leave the parking lot with his/her motor vehicle.

OBLIGATIONS OF THE USER

Item 11

- The User and the persons riding the bicycles are obliged to use such bicycles with due diligence and care, in all respects in accordance with the General Terms and Conditions, as well as applicable laws and bylaws in the field of traffic.
- If ordered by the Company, the User is obliged to immediately return the bicycle for which it is found to be used contrary to the intended purpose and the General Terms and Conditions, otherwise the Company shall have the right to take such bicycle from the User.
- The User is obliged to take all measures to protect the bicycles from possible theft or any other damage.
- The User and persons riding the bicycles are advised to wear a protective helmet while cycling as well as to have a chain to protect the bicycle from being stolen during use thereof.
- In all cases of breakdown and / or damage to any bicycle as a result of which such bicycle may not be used, the User is obliged to:
 - immediately inform the Company of the event by dialing 064/8141532,
 - deliver the bicycle at own expense to the parking lot where such bicycle was taken,
 - upon arrival at the parking lot, sign the Statement of Damage,

- act in accordance with other instructions received from employees in the Company.
- In the event of any traffic accident involving the bicycle, the User is obliged to:
 - promptly inform the police and wait for their arrival, as well as provide one copy of the Record/Report of the event for the needs of the Company,
 - immediately inform the Company of the event by dialing 064/8141532,
 - if possible, record names, addresses and other information about all the persons involved in such event, as well as about any witnesses,
 - deliver the bicycle at own expense to the parking lot where such bicycle was taken,
 - sign the Statement of Damage,
 - act in accordance with other instructions received from employees in the Company.
- In case of bicycle theft or loss or if parts thereof are stolen or lost, the User is obliged to file a report to the police, and provide proof thereof to the Company no later than within 24 hours of such event. The report filed does not relieve the User of his/her obligation of indemnifying the Company and the User is obliged to report the event to the collector at the parking lot and sign the Statement of Damage caused by bicycle theft or its parts being stolen.
- If the User fails to report a traffic accident or bicycle theft to the police, or does not provide relevant documentation (record / police report, theft report, etc.), he/she is obliged to compensate the Company for the full amount of damages.
- For any necessary information regarding the above, the User may contact the Company by dialing 064/8141532 every day from 9:00 am to 9:00 pm.

USE LIMITATIONS

Item 12

The User is not allowed to:

- assign the bicycles granted to him/her for temporary use in accordance with the prescribed terms and conditions to other persons for a certain fee, as well as to dispose of the said,
- use the bicycle against the technical conditions of use, in terms of maximum permissible capacity, maximum permissible speed, etc.,
- transport another person, especially children, as well as animals,
- place a basket to ride children or any other accessories for transport of items,
- use a bicycle in case bad weather conditions (fog, strong wind, rain or other precipitation) have occurred during such use and which may lead to damage or breakdown of the said, in which case the User is obligated to immediately return the bicycle to the parking lot,
- ride a bicycle under the influence of alcohol or drugs,
- use a bicycle for unauthorized purposes, to pull other vehicles or persons (who ride bicycles, rollerblade, etc.),
- perform any repair on a bicycle or in case of damage, replace the damaged parts on his/her own,
- disassemble bicycle parts (each attempt will be reported to the competent authorities),
- All the above limitations apply also to persons who ride the bicycles granted to the User for temporary use in accordance with the General Terms and Conditions.

USER'S LIABILITY AND INDEMNITY

Item 13

- The Company is not liable for any damage suffered by the User while the bicycles are in his/her possession for use, or for any damage caused to third parties and property in connection with the use thereof.
- The User is fully liable for any and all damage to the bicycles taken for temporary use, as well as for any damage to the property and body injury of third parties from the moment of taking until the moment of returning the bicycles, regardless of the person riding it (User, Holder or unauthorized person). An unauthorized person for whose actions the User is responsible is any other person who does not have the User or the Holder status within the General Terms and Conditions (regardless of the manner in which the person came into possession of such bicycle).
- The Company and the User shall agree that the following may be used as an indisputable proof of damage incurred while the bicycles were used by the User, without any limitation:
 - Records / Reports of Damage to the bicycle drafted by an insurance company,
 - Police Records / Reports,
 - User Statement of Damage provided to the collector when leaving the parking lot in his/her motor vehicle (which is filled in separately for each bicycle),
 - Photos and video records of the damaged bicycle.
- By signing the Statement of Acceptance of the General Terms and Conditions, the User undertakes to indemnify the Company, without any objection, against any damage caused to bicycles taken for temporary use, as well as any other direct costs related to the damage incurred, in accordance with the regulations of the Republic of Serbia, whereby the Company shall notify the User thereof to the address specified in the Statement of Acceptance of the General Terms and Conditions.
- The amount of damage to the bicycle, being the subject of the User's obligation in terms of indemnity to the Company, is determined by an authorized appraiser engaged by the Company, at the expense of the User, and in case of damage to the replaceable part of the bicycle, the amount of the damage determined shall be equal to the amount of the market value of such part at the time of collection from the User.
- In the event of any dispute between the Company and the User, the Parties shall submit to actual and local competence of the court in Belgrade with the law of the Republic of Serbia as the governing law.

RIGHT TO COLLECT, PROCESS, USE AND PUBLISH USER DATA

Item 14

- The User acknowledges that he/she has been informed by PUC "Parking servis", acting as the person responsible for data collection and processing, about personal data processing in accordance with the provisions of the Law on Personal Data Protection, for the purpose of recording the persons using bicycles based on parking services, that he/she has given his/her personal data without any coercion or delusion, and that such data may be processed within the meaning of the above Law and used for the purposes for which they have been given.
- The User agrees that the Company may collect all necessary personal and other data about him/her (place of residence, place of employment, etc.) from the competent authorities

and from the relevant records, and use such data for the purpose of fulfilling the obligations of the User arising from the General Terms and Conditions.

FINAL PROVISIONS

Item 15

- The General Terms and Conditions shall apply to all Users who sign the Statement of Acceptance of the General Terms and Conditions.
- In case of violation of provisions within the General Terms and Conditions, the User shall lose the right to bicycle use.
- These General Terms and Conditions are available to the public through the Company's website, at the Customer Service points at 7 Kraljice Marije Street, 51 Mileševska Street and 31 Takovska Street, as well as at special parking lots (displayed at collector's booth for parking fee collection).

Item 16

- The General Terms and Conditions prescribed by Decision no. 3316 FROM 28.03.2019. (dated), shall apply as of April 1, 2019.
- As of the date of application of these General Terms and Conditions, General Terms and Conditions determined by the Director's Decisions no. 8521 dated June 29, 2018 and 14515 dated November 22, 2018 shall cease to apply.

DIRECTOR

Andrija Čupković, BSc. in Traffic Management

I HEREBY CERTIFY THAT THIS IS TRUE AND CORRECT TRANSLATION FROM SERBIAN LANGUAGE.



LUKIĆ BOGOLJUB
Ovlašćeni sudski prevodilac
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