

Appendix I.

„HÉVÍZ BIKE” - „HEBI”

General Terms and Conditions

Preamble:

Hévíz Bike is a bicycle sharing system that is realized within the framework of the project called Bicycle Oasis (code number: HUHR/1101/1.2.2/2008). HeBi bicycle sharing system is a new way of transportation in Hévíz. The identical-looking bicycles can be borrowed at the stations of same appearance that are located at the busiest junctions of the town, and can be left at any other docks after use. The system is not like an ordinary type of bicycle rental, but it is one of the new forms of public transportation which unites the freedom of individual transport and the reliability of fixed rail mass transit. Its aim is to help the comfortable and fast transportation of people within the town.

Within the framework of the Hévíz Bike system 30 bicycles are available at 56 docks and 4 stations altogether (locations: I. 14, Egregyi street, II. Nagyparkoló square (central car park), III. Ady Endre street (the entrance of Festetics Day Spa), IV. 1, Kossuth Lajos street) for the tourists and the residents. The docks, that are located at the four stations, are connected to the rental terminal. You are able to rent a bicycle with the help of a HeBi card. The HeBi card is a plastic card with a unique identifier which entitles the card holder to rent one bicycle at a time. The card is owned by the Local Government of Hévíz and can be collected in the Tourinform office of the town on payment of a deposit and signing of the utility agreement. With the card you can rent the uniquely marked HeBi bicycles of the system Bicycle Oasis directly at the docks, where you can proceed with the rental process with the help of a card reader with the logo HEBI on it. The bicycles are locked to the docks with electronically controlled locks. The docking stations are equipped with video surveillance systems.

The bicycle sharing system, that forms the subject of the present project, is based on a 'smart card' system. Who wish to make use of the service has to sign the utility agreement and will get a partner card for a specified period of time (up to 1 year), with the help of the card the bicycles can be used. It is possible to rent a bicycle for up to 4 hours a day.

The guidance system is aware of the exact location of every parked bicycle that can be borrowed, that way the quantity of the bicycles at each station can be optimised accordingly.

Every bicycle is equipped with a GPS/GSM/GPRS unit that uses mobile and satellite networks for the tracking and localization of the bicycle. The unit is connected to the central system in order to

- check and provide access to the bicycles,
- forward the exact location of the bicycle if necessary.

Tracking of the bicycles is used solely for the control of the abandoned vehicles and those bicycles that are not given back on time or are taken outside the administrative area of the town.

The main parameters for the use of the HeBi system:

- The bicycles are available 24 hours a day.
- HeBi cards can be applied for and returned during the opening hours of the Tourinform office.
October to June: Mondays to Fridays: 9.00 a.m. to 5.00 p.m., Saturdays: 10.00 a.m. to 4.00 p.m., Sundays: closed
July to September: Mondays: 9.00 a.m. to 7 p.m., Tuesdays to Fridays: 9.00 a.m. to 6 p.m., Saturdays and Sundays: 10.00 a.m. to 4 p.m.
- The deposit that has to be paid for the card is 1000 HUF.
- The dispatcher is available for the users during the opening hours of the Tourinform office, after closing time an answering machine accepts incoming calls.

- With the HeBi cards 4 hours of usage is allowed per day at a time.

I. DEFINITIONS

1. Dock: a construction responsible for the fixing of the HEBI bicycle, it can be found at the rental stations. Its parts are the TAG reader, the card reader, the lock and two led light sources of high performance.
2. HEBI bicycle: a uniquely designed bicycle that is owned by the Local Government of Hévíz, every part of the bicycle can be dismounted with unique, special tools. Its frame and components are not standard, its seat can not be taken out. It is equipped with big-sized front and rear mudguards, a luggage carrier placed in front, tyres furnished with a light-reflective stripe, and a dynamo mounted in the front hub that provides permanent lighting. It is equipped with a GPS/GPRS tracking system for property protection reasons.
3. User: a natural person who enters into the Utility Agreement in order to use the HEBI Bicycle Card for a specified period of time and being in possession of the HEBI Bicycle Card will be entitled to use the HEBI bicycle in accordance with the present document of General Terms and Conditions.
4. Unit of usage: the unit that can be charged to the Bicycle Card (magnetic card).
5. HEBI Bicycle Card: a card that can be put into use on payment of a deposit of 1000 forints at the Workstation for a specified period of time, for one year.
6. Renting: the HEBI bicycle can be used by the User to the extent and in the manner set out in the Regulations.
7. Rental station: a place for HEBI bicycle rental that can be found at the central, busy public areas of the town Hévíz, it consists of a Control Panel, a specified number of docks and HEBI bicycles.
8. Workstation, dispatcher: the User can enter into the Utility Agreement of the Bicycle Card (magnetic card) and apply for a Bicycle card (magnetic card) in order to rent a HEBI bicycle in an office that is open for the public, at the seat of the TDM association (Tourinform office). The Workstation informs the Technical Service of the errors that are reported to them. The opening hours of the Tourinform office: October to June: Monday to Friday: 9.00 a.m. to 5.00 p.m., Saturdays: 10.00 a.m. to 4.00 p.m., Sundays: closed; July to September: Mondays: 9.00 a.m. to 7.00 p.m., Tuesdays to Fridays: 9.00 a.m. to 6.00 p.m., Saturdays and Sundays: 10.00 a.m. to 4.00 p.m.
9. Central station (Technical Service): a centre that can be found at the seat of GAMESZ (in accordance with a separate agreement), it is constantly connected to the Workstation via computers and is working continually. It records and checks the starting and ending time of the HEBI bicycle rentals and events of placing the bicycles into the dock or removing them. It is responsible for the appropriate distribution of HEBI bicycles at the docks, the maintenance of the docks and the HEBI bicycles, the management of maintenance work. It is also responsible for the availability of spare parts. Furthermore, it performs tasks that are necessary for the appropriate functioning of the system (e.g.: repairing faults that are due to vandalism, troubleshooting power supply problems and solving any other problems, etc.).
10. Central Monitoring station: a centre that can be found at the seat of the Local Government of Hévíz, it is constantly connected to the Workstation and the dispatcher via computers. It indicates the current list of the Workstations on the website of the Local Government of Hévíz (<http://www.hevizbike.hu/>). It maintains the website www.hevizbike.hu. It also maintains relations with the manufacturer.
11. Control panel: a tool that is linked to the station and is used for reading HEBI Bicycle Cards, it contains of a computer, a card-reading system, a screen and a keyboard.
12. Transport vehicle: a transport vehicle that is owned by the Local Government of Hévíz, it is used in the appropriate distribution of the Hebi bicycles at the docks. If necessary, it helps the users of broken-down HEBI bicycles within the administrative area of the town Hévíz. It is equipped with a service pack.

II. THE USE OF THE HEBI BICYCLE CARD

1. By entering into the Utility Agreement and on payment of the deposit determined in the agreement, the User will get their personal HEBI Bicycle Card.
2. The Utility Agreement can be signed at the Workstation. The current list of Workstations are available on the website of the Local Government of Hévíz (<http://www.hevizbike.hu/>). When the present document of General Terms and Conditions comes into force, one Workstation can be found at the Tourinform office, its address is 2, Rákóczi street, Hévíz, 8380.
3. For the rental of a HEBI Bicycle it is necessary to charge the HEBI Bicycle Card with units which is available for the User at the Workstation. As the Workstation is constantly connected to the dispatcher via computers, charging of the HEBI Bicycle Card will be detected simultaneously by the dispatcher station and the Rental will be possible right after the process of charging.
4. The deposit for the HEBI Bicycle Card is to be paid by cash.

III. RENTAL OF A HEBI BICYCLE

1. At the Rental station, after choosing the language, the User has to touch the HEBI Bicycle Card to the dark blue card reader with the logo HEBI on it which can be found in the first sub-option of option 3 on the Control Panel of the HEBI Bicycle Dock, the Control Panel will read the HEBI Bicycle Card of the User, the User can get information about the expiration date and the current balance of the units of the HEBI Bicycle card and the serial number of the bicycle in use. On the Control Panel the User can see the address and serial number of the nearest Rental station, the empty docks and the icons of potentially faulty docks in accordance with the direction they choose. In case of a failure, the User can give notice of the dock/bicycle of a certain serial number.
2. The User touches their HEBI Bicycle Card to the dark blue card reader with the logo HEBI, the card reader is mounted into the head unit of the Dock, the lock on the Dock will open and it is possible to take out the HEBI Bicycle. The rental of the HEBI Bicycle will start at the same time. The flashing of the two high performance Led light sources, that can be found on the dock, show the User that the HEBI bicycle can be put into use. The light signal will flash for 20 seconds, if the HEBI bicycle is not taken out from the Dock during this time, the indicator light goes out and the lock of the Dock re-locks, the HEBI bicycle will be docked again.
3. In case of a power cut or in case of a battery failure or discharge at the Rental stations, the User can not take the HEBI bicycle out from the Dock, however they can return the HEBI bicycle to the Dock after renting.
4. After the Rental, the User can return the HEBI bicycle to an empty Dock at any of the Rental stations. While returning the bicycle, the light sources on the Dock will go up and flash for 20 seconds, that indicates the process of the returning being successful. When the HEBI bicycle is returned into the Dock, the Rental time ends which the card reader, mounted in the head unit of the Dock, records.
5. The Local Government of Hévíz guarantees that the HEBI bicycle is technically suitable for proper use and a third person does not have any right or claim for the HEBI bicycle that can prevent, restrict or exclude the User from the use of the bicycle during the period of Rental.

IV. FEES IN CONNECTION WITH THE USE OF THE HEBI BICYCLE

1. Until the end of the project which is due on 31st October, 2014 a deposit of 1000 forints is to be paid for the usage of the HEBI card at the Tourinform office of the TDM Association during opening hours. The deposit is given back supposing that the bicycle has been used properly and the card is returned in an unharmed condition at the Tourinform office in Hévíz.

V. REGULATIONS IN CONNECTION WITH THE USE OF THE HEBI BICYCLE

1. The maximum duration of the Rental of a HEBI Bicycle is 4 hours per day. If the duration of the rental is exceeded, the dispatcher station will give the bicycle up as lost, based on this the Local Government of Hévíz is entitled to take legal and other (e.g. GPRS search) actions.
2. HEBI Bicycles can be used only within the administrative area of Hévíz that you can find on the website www.hevizbike.hu. Prohibitive boards also indicate the boundaries of the town.
3. The User is responsible for the proper use of the HEBI bicycle in accordance with what is determined in the document of the General Terms and Conditions.
4. The User has to use the HEBI bicycle in accordance with the Highway Code in effect and make sure that the bicycle is used in a way that is considerate and professional.
5. The User declares that they are suitable for the usage of the HEBI bicycle both in their health status and physical capacity, they take responsibility for any injuries that might occur during the Rental. The User takes care of their own health, property and liability insurance.
6. Before using the bicycle, the User has to make sure that the Bicycle is in a condition that is technically suitable for use. By starting to use the Bicycle, the User acknowledges that it is in a condition suitable for transportation.
7. The User has to make sure that the HEBI bicycle is protected from theft, being lost, from damage and destruction or any other impairment and is expected to act as carefully as possible to avoid damage in the given situation, while taking the necessary actions.
8. The User must not perform any transformations or mending to the HEBI bicycle.
9. It is prohibited to give over, lend or let the HEBI bicycle to anyone else for use. The User is entitled to use the HEBI bicycle solely.
10. It is prohibited to transport any other passengers by the HEBI bicycle.
11. It is prohibited to use the HEBI bicycle under the influence of alcohol, medicament or drugs.
12. The User has to inform the Workstation by phone (+36307911232) immediately about any extraordinary events in connection with the HEBI bicycle, particularly in case of destruction, theft or any accidents caused by the User or if they suffer an injury, if necessary the User has to inform the police simultaneously.

VI. LIABILITY RULES, CLAIM ENFORCEMENT

1. The User is responsible for any damage that results from the fact that they have not used the HEBI bicycle in accordance with the rules that are declared in the General Terms and Conditions or in case of not complying with the obligations on the User that are included in the Utility Agreement or the document of General Terms and Conditions. The User has full responsibility for any damage.
2. The Local Government of Hévíz can only disregard its right for the enforcement of user responsibility for the possible damages or any other impairment of the HEBI bicycle if the User reports the damages and impairment on the control panel and also by phone (+36307911232) before starting to use the HEBI bicycle. Present provision does not exclude the right of the Local Government of Hévíz to enforce any claims against the User causing any damage.
3. The Local Government of Hévíz can enforce any claims of civil and criminal nature against the User in accordance with the relating provisions of law.
4. In order to protect the properties, the stations are constantly controlled by a video surveillance system, the recordings are used in case of damaging, failure or any other impairment.

VII. DATA PROTECTION

1. The privacy policies are available on the website of the Local Government of Hévíz, the webpage of <http://www.hevizbike.hu/>, when entering into the Utility Agreement they are known and simultaneously accepted by the User.

VIII. MODIFICATIONS OF THE GENERAL TERMS AND CONDITIONS

1. The Local Government of Hévíz is entitled to modify the present document of General Terms and Conditions unilaterally in order to increase the quality and effectiveness of the service that they provide or extend the scope of it.
2. The Local Government of Hévíz informs the Users about the modifications of the General Terms and Conditions in advance on the website <http://www.hevizbike.hu/> and a notice is to be put up in a way that is visible for the Users at the Workstation, 30 days prior to the modification coming into force. The notice will contain an accurate reference to the modified regulations of the General Terms and Conditions, the date of the modification coming into force, the accessibility of the modified General Terms and Conditions and information about the conditions of immediate termination that the user is entitled to.
3. If the User would not accept the modification, they are entitled to terminate the Utility Agreement with immediate effect within 30 days after the deadline of the modification coming into force which is specified in the notice. After the deadline the modification of the General Terms and Conditions are considered to be accepted by the User.

IX. OTHER PROVISIONS

1. Contact person(s) and contact information on behalf of the Local Government of Hévíz:
Name: Ottó Vasas
Address: 1, Kossuth Lajos street, Hévíz 8380
Phone number: +3683500840 or +36307911232
E-mail: vasas.otto@hevizph.hu

In case of prevention: the deputy administrator in accordance with the organizational and operational provisions of the Mayor's Office in Hévíz.

2. Present document of General Terms and Conditions come into force on 1st June, 2014. The General Terms and Conditions are valid for a fixed period of time, until 31st October, 2014 or withdrawal.
3. For issues not regulated by the present document of General Terms and Conditions, the provisions of the Civil Code and the related rules have to be applied.