



## **RULES FOR THE USE OF THE SERVICE OF BIKE SHARING “POSADA PEDALA” - CITY OF POSADA**

Our community bike sharing service is aimed at promoting the use of sustainable transport in the town of Posada. This document outlines the conditions of use for the bikes and bike sharing stations.

This bike service is open to all the residents of Posada as well as tourists visiting Posada .

### **DEFINITION**

**1.1. Bike sharing:** this is a 24 hour service, in which bicycles are made available for shared use to individuals on a short term basis. The scheme allows people to borrow a bike , use the bike and then return it to any available bike station in the local area.

**1.2. Bike sharing stations:** these stations have been created by the Posada Council for its bike sharing service. At every station a bike can be borrowed and returned. There are two types of stations: those for electric bicycles, where the bicycles can be re charged and those for traditional bicycles.

**1.3. Terminal:** this is the structure to which the bike is locked; each bike sharing station is made up of two or more terminals

**1.4. Payment machines:** these machines allow the User access to the service. With a credit card payment, the User can register for the service , make a deposit on a rechargeable card or RFid key, and then borrow, use and return the bike, for a set amount of time.

**1.5. Electronic card or RFid card:** after you have registered for this Service, and have an electronic card or RFid key, you will then be able to remove the bike from its station.

**1.6. User/Subscriber:** this describes a person who has registered for the service and therefore has access to an electronic card or RFid key. Users of the service have to be at least 14 years old.

**1.7. Management:** are a group of people, to whom Posada Council, the owner of bicycles and owners of the structures involved, entrust the management of the bike sharing service.

**1.8. Internet service:** this site provides access to information about the bike sharing service. Through the use of a username and password, the user can book a bike as well as an empty bike station, in order to return the bike at the end of their journey. This link is available at Posada's Council web site - [www.comune.posada.nu.it](http://www.comune.posada.nu.it).

**1.10. Malfunction:** this refers to the failure of the locking system, the release system of the bicycle from the station and breakage and/or when different part of the bike sharing system are out of service for example: bicycle payment machine, terminals power supply etc.

### **2. SERVICE REGISTRATION**

Service registration can be made in the following ways:

1. at the Environmental and Sustainability Education Centre/Tourist Office (Centro di Educazione Ambientale e alla Sostenibilita/Ufficio Turistico) located in Piazza Eleonora d'Arborea;
2. at the Service Centre (Centro Servizi) in the Port of La Caletta;
3. at the payment machines situated at the two bike sharing stations.

For the purposes of registration, the user needs to provide:

- a. a valid identity document;
- b. accept the bike sharing schemes terms and conditions;
- c. pay the required amount for the first trip as well as a small deposit.

After the registration process, at the offices or at the payment machines, the User will receive a card or RFid key, which gives the User membership of the bike sharing scheme for up to 12 months, after which it has to be renewed. On request and only at designated offices, you may receive an anti-theft (bicycle lock) that should be given up on return of the bicycle or when you return the RFid key.

Access to this system is only available after the registration process has been completed.

During registration the User may also request the activation of the account in order to benefit from other services, available exclusively online, like the bike booking or terminals reservation services.

Posada council and/or the provider appointed by the council reserves the right to ask you to complete a customer service survey which will enable the monitoring of responses of those who use our bike sharing system.

### 3. COST OF SERVICES AND USE RESTRICTIONS

<b>Activation of the service</b>		
	<i>Residents</i>	<i>Non residents</i>
Deposit	15 €	20 €

<b>Rates</b>				
	Traditional bicycle		Electric bicycle	
	<i>Residents</i>	<i>Non residents</i>	<i>Residents</i>	<i>Non residents</i>
first hour	0.5 €	1 €	0.5 €	1 €
second hour and subsequent	1.5 €	2 €	2 €	2.5 €

Activation of this service requires a minimum payment of 5 euro. The cost of actual usage (based on the relevant tariff) will be deducted from this payment, which should be made in the way described in Point 2 Service Registration. In cases where usage level exceeds what has been paid for, the extra cost will be settled when the card or key is returned, or deducted from the deposit.

Credit of 5 euro or more on expired cards or keys will be transferred automatically on renewal. For sums of less than 5 euro, a request is required.

There are no restrictions on the number of rides that may be made in a day and the service can be used for up to a maximum of 12 consecutive hours. But after 12 hours of continuous use, the card or key is blocked. The card or key can be unblocked, subject to the payment of any outstanding costs, at the Environmental and Sustainability Education Centre / Tourist Office (Centro di Educazione Ambientale e alla Sostenibilità / Ufficio Turistico) located in Piazza Eleonora d'Arborea in Posada or at the Services Centre (Centro Servizi) in the Port of La Caletta.

In the case of loss and/or delayed return occurring more than twice in seven consecutive days, the Manager reserves the right to prevent the user from accessing the system by de-activating the card.

The bikes supplied to the bike sharing service may be granted for temporary use by the Manager to third parties operating in Posada, for initiatives consistent with the objectives of sustainable transport use in the local area. In the case of free initiatives, and at the discretion of the Manager and the approval of the local council, the free use of a fixed number bikes will be allowed. In the case of paid initiatives, the service provider can apply a discount of up to 50% of the rates indicated above.

#### **4. GENERAL RULES**

The User has to check at the time of withdrawal that the bike is in full working order and return it in the same condition. The bicycle can be returned to any bike sharing stations situated within the municipality of Posada. Upon return the system automatically assigns a slot for storage.

#### **5. USER LIABILITY**

The Subscriber / User has to pay for all damages caused by him/her to the bicycle for whatever reason.

The Subscriber / User understands that the Manager:

- is not liable for damages caused by or as a result of use of the bicycle by the public, as well as those caused by third parties (people, things, animals);
- is not liable for the loss, destruction or theft of objects and /or animals on board the bicycle;
- is not in any way responsible for damage caused by the user to third parties as a result of using the Bike Sharing service.

The Subscriber / User releases the Manager of the Bike Sharing Service from any administrative violation reported during the use of the bike sharing service through infraction of road traffic rules (Legislative Decree 30/04/1992, n. 285, highway code and subsequent modifications and additions as well as the relevant Implementing Regulations, DPR n 495 del 16/12/1992).

#### **6. USER OBLIGATIONS**

The User of the service is obliged to:

- carry the ticket or key with them and not to give the ticket or key to a third party while using the bicycle;
- take care of the bike, securing it with the cable lock provided in the racks or, however, to welded elements anchored to the ground in the event of temporary stops or if you are in an area away from bike stations;
- not to allow someone else to ride, use or take custody of the bicycle;
- ride and use the bicycle in accordance with the rules of the road, observing the general principles of prudence, diligence and respect for the rights of others;
- return promptly and within seven days, the electronic card and the cable lock at the request of Posada council or the service operator;
- do not tamper with any mechanical part of the bicycle;
- report immediately to Posada Council, through the Environmental Education Centre (Centro di Educazione Ambientale) on piazza Eleonora d'Arborea or the services centre (Centro Servizi) in the Port of La Caletta, any damage to the vehicle or irregularity noticed while in use;
- pay Posada Council, having carried out the necessary investigations, the amount required for the complete repair of the bicycle should it be damaged for reasons for which the user is responsible.

#### **7. PENALTIES**

In the event of non-compliance with the above regulations, the user is required to abide by the following regulations:

- failure to return the bike after a 12 hour period will result in the card being locked and will only be unlocked after a fee of 10 euro, is paid;
- if the card is broken or damaged it must be returned and will only be re issued upon payment of a fee of 5.00 euro; any existing credit will be added to the new card;
- loss of card/key: if you lose your card, you must immediately report the loss to the Manager, who will then promptly alert the appropriate authorities of its loss and will de-activate it. A written copy of this complaint must be submitted to the Manager. When a new request is made, a payment of 5 euro must be made. In the absence of any evidence, and in the event of the bike having been stolen with the use of

card, the user agrees to pay the Manager 300 euro for traditional bikes and 600 euro for electric bikes; This is to partially cover the cost of the bike;

- stolen or broken cable, theft and/or keys: the user agrees to pay the Manager 10 euro;
- theft of bicycles that are placed outside and not fixed to the terminal or in found other places, without being locked by the cable lock provided, as previously indicated: the User agrees to report the theft to the relevant authorities (local police, traffic police or the police headquarters) and to submit a copy of the complaint to the Manager and to pay the Manager 300 euro for a traditional bike and 600 for an electric bike. This is to partially cover the cost of the bike.

If the bike is found within 30 days, the user is entitled to a reimbursement of the fine paid, less any costs necessary to restore the bike to original state;

- damage to the bike's locking system (cable lock), the user will be required to pay 10 euro;
- in the event of malicious damage to the bicycle's locking system, the terminal or any other property connected to the community bike sharing service, Posada Council will ask those responsible for full compensations for the damage suffered.

In the case that it is impossible to contest the previous points, Posada Council will make sure these facts are confirmed and will ask the User to pay the above mentioned fine or in damages, in the amounts described above. The communication in question can be written in the form of a standard or registered letter, a standard or certified email or by telephone. The method chosen should reflect the gravity of the situation and the value of the fine that has to be paid.

## **8. WITHDRAWAL**

If the person named on the registration form wishes to withdraw from the services prematurely, they have to present a specific request to:

- the Environmental Education Centre (Centro di Educazione Ambientale) on piazza Eleonora d'Arborea;
- the Services Centre (Centro Servizi) in the Port of La Caletta.

At the moment of withdrawal the user must give up the bike lock, the bike lock key, the electronic card and anything else that has been given to the User. The user will not receive a reimbursement of the unused credit on the card but will receive the deposit, paid on possession of the bicycle by the User. The deposit will not be returned in full, if there any outstanding fines to be paid by the User or any damages to the bike or bike accessories, that have yet to be paid. This will not affect the ability of the Manager, on behalf of Posada Council, to act against the User, for the payment of any fines or cost of any damages that are due and exceed the value the deposit.

## **9. JURISDICTION**

The User/Subscriber named on the registration form should be aware that any dispute between the User and the Manager of the service, will be under the jurisdiction of the County Court of Nuoro.

## **10. APPLICATION OF THE LAW**

If the particularities of the case are not covered by these regulations, then the Civil Code or any other Law, pertaining to the case, will be used.



cases provided by law and in the manner permitted in this regard; declares to be aware of their right to exercise, about the existence and processing of the data, the right to access personal data and other rights under Articles. 7 and following of Legislative Decree no. 196/2003, in the manner provided by the relevant provisions.

\_\_\_\_\_  
Signature if the user is an adult parent /  
guardian.

\_\_\_\_\_  
Signature if the user is a child

**RESERVED OFFICE**

RFID key No. \_\_\_\_\_ Padlock No. \_\_\_\_\_ Deposit: \_\_\_\_\_ Credit: \_\_\_\_\_  
Username \_\_\_\_\_