

## RULES & REGULATIONS

### Of Grodzisk Urban Bike System (GRM System)

[in force starting from September, 24<sup>th</sup> 2014]

#### I. General provisions

1. These Regulations provide the terms and conditions for use of urban bikes made available as part of the Grodzisk Bike Transportation System (hereinafter referred to as the GRM). The System is organized by the City of Grodzisk Mazowiecki, in the city, launched and operated by Nextbike Polska Sp. z o.o. as the Operator of the system.
2. The GRM Regulations together with the Privacy Policy shall be made available free of charge on website [www.rowery.grodzisk.pl](http://www.rowery.grodzisk.pl) so as for reading, acquisition, downloading and saving. This document can also be obtained at the registered office of Nextbike Polska and in the Centre of Tourist Information of the City of Grodzisk Mazowiecki.

#### II. Definitions

1. **Regulations** – these Rules and Regulations describing the principles and terms of use of the GRM, in particular the conditions, the scope of rights and duties as well as the responsibilities of those using bicycles of the GRM system. Acceptance of the Regulations and meeting all of the requirements set out there in shall be considered the basis and condition precedent to the use of bicycles of the GRM system.
2. **Operator** – Nextbike Poland Sp. z o.o. executing services related to the GRM, as a member of a consortium of companies Nextbike Polska Sp. z o.o., ul. Tamka 16 Premises 17; 00-349 Warsaw, Poland.
3. **Client** – participant of the GRM System, who has accepted the Regulations and completed the registration in the GRM system.
4. **Agreement** – an agreement between the Client and the Operator, establishing mutual rights and obligations set out in the Regulations. It is recognized that the Agreement covering the content of the provisions of these Regulations shall automatically be concluded upon the registration of the GRM Client under the condition that the Client makes a declaration of acceptance of the Regulations and pays the initial fee during the client registration process in the GRM System.
5. **GRM System** – the Grodzisk Mazowiecki urban bike system launched by the Operator, composed in particular of: bicycles, technical infrastructure, software and devices enabling the use of the bicycles..
6. **GRM Service** - Operator's activities related to the operation, repairs and maintenance of the GRM.
7. **Contact Centre of the Grodzisk Urban Bike (CK GRM)** – an Operator-launched platform for Clients to contact the Operator in person at the registered office of the Operator at ul. Przasnyska 6b building. D, 01-756, Warsaw as well as to use the telephone helpline operated under no. 222441010/222925688, or send messages via e-mail to [ck@rowery.grodzisk.pl](mailto:ck@rowery.grodzisk.pl) plus to take advantage of a 24-hour service. Any information on the operation of the system is available on the website [www.rowery.grodzisk.pl](http://www.rowery.grodzisk.pl).
8. **GRM Station** – a set of bicycle racks with equipment for self-registration in the GRM System and for collection of bikes through the GRM Terminal. The list of GRM Stations is published on the website [www.rowery.grodzisk.pl](http://www.rowery.grodzisk.pl).
9. **GRM Terminal** – a device for self-collection of bicycles, located at GRM Stations .
10. **Client ID** – a personal number assigned to the Client by the Operator, saved in a numerical version, in the form of a mobile phone number, defined by Client during registration in the GRM, plus a 6-digit PIN number that was given by the Client when registering with the GRM. In order to speed up the bike collection/return process in the GRM System, Client can use, after the activation in the GRM Terminal, either of the following: Electronic Student ELS ID, or any proximity payment card. In the bike collection/return process they are recognized as equivalent to the Client ID. In the bike collection/return process Client has the following identification options:

- a. mobile phone number, which – together with the PIN – is recognized as the Client ID ,
- b. Electronic Student ID (ELS) – a proximity personalized electronic card (chip + RFID) having its unique coded number, along with a PIN number,
- c. payment cards – consumer credit, charge, debit and prepaid cards, issued by payment organizations of issuers of Visa International and Mastercard International, as well as other, as long as they meet the requirements to be recognized as an electronic payment instrument as defined in the Act on electronic payment instruments (Journal of Laws of 2012, item 1232), along with PIN. The Terminals are designed to work with the products of the PayPass and PayWave family.

Having logged in to the account on the website [www.grodzisk.rowery.pl](http://www.grodzisk.rowery.pl) Clients can disable the PIN code requirement by unchecking the option: *At each collection/return, for safety reasons, please ask me for my PIN.* This option allows one to hire / return a bike without having to enter a PIN code, while using identification options b, c at the Terminal.

11. **Fees and Charges Schedules** – price list of services, fees and charges of the GRM being an integral part of the Agreement. The price list shall be made available on the website [www.rowery.grodzisk.pl](http://www.rowery.grodzisk.pl)
12. **Prepaid account** – a personal Client account in the billing system of the GRM System, used to debit and credit operations for the use of the services or products offered under the GRM System in accordance with the Fees & Charges Schedule. The Prepaid Account can be credited by the Client in advance, in the form of prepayment.
13. **Initial payment** – the amount of registration fee for the GRM system totalling PLN 10 gross (say: ten zlotys) paid by the Client upon registration at the GRM. The making of the payment shall be considered Client's consent to comply with the provisions of these Regulations and to be the first payment towards the Top-up Amount.
14. **The Top-up Amount** – payment towards future bike hires credited to the Prepaid Account.
15. **Security Procedure** – any proceedings taken by the Operator in the case when a bike is not returned within the required time or condition; in particular: investigation, recovery or judicial proceedings.
16. **Operation Zone**– area limited to administrative boundaries of the City of Grodzisk Mazowiecki.
17. **Use of a bicycle** – collection and use of a bike from one of the GRM Stations, using Client ID or in the manner described in Section II.10. The process of the collection has been described in Section VII of the Regulations.
18. **Return of the bicycle** – return of a bike to one of the GRM Stations. The return process has been described in Section X of the Regulations.
19. **Blocking of the Account**- shall be applicable in case of non-compliance with the provisions provided by the Regulations. The Operator reserves the right to block the account until the matter is clarified.

### III. General rules of use of the GRM

1. Prior to using the GRM System, Client needs to provide all the personal data required in the registration, accept the terms and conditions set out in these Regulations and make the initial payment. To use the GRM is also subject to maintaining a minimum Client Account Top-up balance at the time of every hire in the amount of at least PLN 10 (say: ten zlotys).
2. The Operator shall provide the Client with a bike under the terms and conditions specified in the Regulations. The Client agrees to comply with the terms of the Regulations, and in particular to pay the agreed fee and to use the bike in accordance with Regulations.
3. Persons aged 13 and under 18 years of age (hereinafter referred to as “minors”) must - before the conclusion of the Agreement – provide the Operator of the GRM with a written consent from their parents or legal guardians to conclude the agreement. The consent is to contain a statement of assumption of responsibility for any damages, resulting in particular in relation to mis- or non-performance of the Agreement. In their statement, the parents or legal guardians of the minor must commit to top up the minor's GRM account. The consent must be mailed

ck@rowery.grodzisk.pl or delivered to the mailing address of the GRM Customer Service, Przasnyska 6b bud. D,01-756 Warszawa.

4. Bike may be used in an indicated area of the Municipality of Grodzisk Mazowiecki.
5. The necessary condition for minors to use a rental bicycle is to hold a valid bicycle or moped license.
6. Underage persons, below the age of 13 years old shall have right to use bicycles under the care of a parent or legal guardian.
7. Any Client can simultaneously use up to four bikes. It is possible to increase the number of bikes for simultaneous hire, subject to prior booking (24 hours before planned hire).
8. The use of non-hired bike shall be considered as theft, appropriation or unauthorized hire and shall be equal to the violation of the provisions of the Regulations.

#### IV. Responsibility / Liability

1. Client shall be responsible for using the bicycle for its intended purpose and in line with the terms and conditions of the Regulations.
2. Client commits to return the bike roadworthy, in the same condition as at the time of the hire. Client shall be held responsible for any consequences of events arising from violation of the provisions of law when using the GRM System.
3. The GRM System may only be used for non-commercial purposes.
4. Client shall be held responsible for the bike or all bikes hired simultaneously, from the moment of collection from a GRM Station until the return to a GRM Station. In particular, the Client is obligated to take action to prevent damage or theft of hired bicycle(s), that could occur between the collection from a GRM Station and the return to a GRM Station.
5. In the case of a theft of a bicycle during the use, Client shall be obligated to inform the CK GRM as well as to immediately report the theft (robbery) at the nearest Police station.
6. It is forbidden to use bikes of the GRM System by persons under the influence of alcohol or other drugs, psychotropic substances or substitute agents, as defined in the regulations on the prevention of drug addiction; strong anti-allergic drugs, or other medicines, which by definition prohibit or recommend refraining from driving.
7. The Client assumes full and undivided liability and undertakes to pay all fines, fees, etc. received in relation to the use of the bicycle.
8. In case of a proven damage, resulting from improper use of any equipment forming part of the GRM System, the Client agrees to pay for the repairs and/or restoration of the equipment to its original state before the hire. Any necessary repairs shall be entailed by the Operator's issue of an appropriate bill or VAT invoice. Valuation of separate parts of the bike which are damaged due to the Client's fault shall be made on the basis of Appendix no. 2 hereto called "Costs of repair and restoration of a bicycle in the GRM System".
9. In case of an incorrect return of the bike faulted by the Client, the Client shall incur any cost of its further use and shall be held liable for any theft or destruction. In case of difficulties with the return of the bike, the Client is required to contact CK GRM.
10. In case of an incorrect return of the bike faulted by the Client, before the 12 hours of use, operator sends a notification via SMS to the customer about charging for the 12 hours of rental and within 24 hours of use, operator sends a notification via SMS to the customer about charging for the 24 hours of rental in accordance with the Fees & Charges Schedule.
11. Any intentional destruction of Operator's property shall result in legal proceedings. The Operator reserves the right to claim from the perpetrator of the damage or destruction to refund any justified costs, including legal fees.

12. The Client shall be responsible for any damage resulting from non-performance or mis-performance of the Agreement up to the full amount. One of the components of the damage may be the so-called bicycle replacement cost, as specified in the Fees & Charges Schedule.
13. The Users of the bicycles are forbidden to transport bicycles of the GRM System by cars or any other means of transport owned by private persons excluding the Means of Municipal Transport.

## V. Registration

1. Prior to using the GRM System it is necessary to complete the Client registration and to make a payment of the Initial Fee.
2. The Registration takes place in the portal found at [www.rowery.grodzisk.pl](http://www.rowery.grodzisk.pl). Additionally, registration may be done at the CK GRM, through telephone contact with the CK GRM staff, using a chargeable payment card in the GRM Terminal, or in the Nextbike application available on iOS Android devices.
3. During the registration process using the [www.rowery.grodzisk.pl](http://www.rowery.grodzisk.pl), the Nextbike application, in person, or over the telephone, Client shall be required to provide the following personal data:
  - a. Name and surname,
  - b. Contact address: city, street, the house / apartment numbers, zip code, country, email address,
  - c. Mobile phone number,
  - d. payment card number, when payments are made by card to be charged.
4. During the registration process using the GRM Terminal, Client shall be required to provide the following personal data,
  - a. mobile phone number,
  - b. names,
  - c. number of a payment card to be charged.
5. Within maximum 7 days from the date of registration in the GRM Terminal, the Client shall be obliged to complete missing data specified in point 3. b. after logging in on the website [www.grodzisk.rowery.pl](http://www.grodzisk.rowery.pl).
6. In the registration process at the GRM Terminal, the Client enters his or her PIN. However, while registering through the website, Android application, or CK GRM - PIN is generated automatically. After completing the registration successfully, the Client shall receive confirmation of a successful GRM registration, and his or her individual PIN, which, together with the given cell phone number shall form the Client ID for the GRM System.
7. The conditions of registration include: provision of true personal data, the acceptance of the conditions set out in these Regulations, and consent to the processing of one's personal data in accordance with the Act dated 29 August 1997 on the Protection of Personal Data in Order to Perform Agreement (Journal of Laws of 2002, No. 101, item 926). The administrator of personal data is a municipality Grodzisk Mazowiecki, which on the basis of art. 31 of the Law about the protection of personal data entrusts the processing of personal data to the Operator Nextbike Polska Sp. z o.o., with its registered office in Warsaw, 00-349, at ul. Tamka 16, premises 17. The provision of personal data is voluntary, but necessary; refusal to provide data shall render the use of the service and the GRM System impossible. Any information regarding personal data security shall be made available in the Privacy Policy of Nextbike Polska at [https://www.nextbike.pl/uploads/media/Polityka\\_Prywatnosci\\_Nextbike\\_Polska.pdf](https://www.nextbike.pl/uploads/media/Polityka_Prywatnosci_Nextbike_Polska.pdf).
8. Personal data shall be processed solely for the operation of the GRM System, and may be disclosed to other entities cooperating with Nextbike exclusively with respect of the applicable laws.
9. Client may also give their consent to transferring, using SMS or e-mail, information materials relating to services provided by the Operator under the GRM, and anonymous surveys, sent by email or posted directly in the GRM System, designed for the Operator to gather GRM Clients' demographic and profile data other than personal information (such as education level, employment, or age). Data will be used to study customer preferences and to customize the

Operator's offer to the expectations, as well as for statistical analysis and creation of a collective image of Clients to be communicated to the Operator's marketing partners. The reception of any such information and the disclosure of the above data is always voluntary, and the Client may at any time opt out of receiving information materials or questionnaires.

10. The record of individual transactions / collections shall be made available only for the Parties to the Agreement. Every Client who has completed the Registration procedure, can log in to have access to all of his or her transactions / collections throughout the period such data is stored in the computer system. The Client information on individual transactions / collections shall be stored in the GRM IT system. If there is no backlog in charges for the use of bicycles, the data shall be deleted immediately after the Client requests its removal. In case of a claim, the data is stored until the claim procedure is exhausted, for a period of six months, and for the period of possible proceedings it caused, hearing a claim or providing evidence, but never less than six months or longer than two years from the date of the response to the claim/complaint. In the event of notification within this period (e.g. redress or damage reparation) – the data is processed when determining the potential liability of the Operator / Client, and delivering execution upon final decision.
11. Personal data shall be processed, stored and secured in accordance with the principles set out in applicable laws.
12. Being personal data administrator, the Operator undertakes to respect confidentiality of personal data and not to disclose it to any third parties, unless the Client authorizes him to do so, or unless such authorization results from the rule of law. This commitment shall remain in force after expiry of the legal relationship between the Client and the Operator.
13. In order to adapt the content and the services to individual needs and interests of Clients, the Operator uses the so-called cookies, being information stored by the Service server on a Client computer, that the server can read every time it is connected from this computer. Cookies provide statistical data on client traffic and on usage of individual GRM websites and enable efficient provision of services. At any time the Client has the ability to disable the accept cookies option in his or her browser, this however may cause inconvenience or even prevent the use of the GRM System.

## **VI. Forms of Payment**

1. Payment for the services and products offered under the GRM System can be done by the following means:
  - a. define a payment method with a charge card, at the terminal or by contacting the CK GRM, which shall be debited automatically.
  - b. credit the Prepaid Account by a bank transfer or by a payment card, in particular through the portal [www.rowery.grodzisk.pl](http://www.rowery.grodzisk.pl); funds from the Account will be drawn as shown in the Fees & Charges Schedule, and then transferred to the account of the Operator. The form of payment may be chosen freely by selecting an appropriate option in the gRM System made available by [www.rowery.grodzisk.pl](http://www.rowery.grodzisk.pl).
2. The standing debit order on the payment card is considered to be activated at the time of the Registration, by means of entering the number of the credit or debit card to the GRM Terminal, through the contact with the CK GRM, or through the Nextbike application, available for iOS and Android devices.
3. The form of payment may be changed on multiple occasions, after logging on to [www.rowery.grodzisk.pl](http://www.rowery.grodzisk.pl), 'Payment Method' tab.
4. All payments are transferred to the Operator's account.

## **VII. Bike collection and use**

1. The use of the bicycle is possible whenever the Client's account shows the status 'active'. The active account status is understood to mean:
  - a. having a balance of the Prepaid Account at a minimum level of 10 zlotys gross, due to crediting it with a transfer or a one-time payment with a payment card,
  - b. having a charge payment card defined as the payment method at the terminal or through contacting the CK GRM, which shall be debited automatically.

2. Bicycles may be collected from any of the GRM Stations:
  - a. in case a bicycle locked with the electric lock; after starting the GRM Terminal, logging in and proceeding according to the on-device messages. The opening of the lock is indicated by a corresponding electric lock message on the GRM Terminal screen, and an audio signal.
  - b. in case of a bicycle mounted with a combination lock only; using the GRM Terminal, Nextbike application for iOS, Android and Windows devices, or by calling the number given on the terminal: 222441010 / 222925688 (maximum cost of the connection call is PLN 00.50 / 1 minute).
3. Information about the combination lock in the hired bicycle can be obtained by way of the GRM Terminal, Nextbike application available for iOS, Android and Windows Phone devices and by contacting CK GRM.
4. Bike collection starts as soon as the procedure described in point 2 above has been completed.
5. While collecting the bike, the Client receives a number to lock the combination lock. Until the return of the bicycle, this number can be recovered from the GRM Terminal, Nextbike application and CK GRM.
6. Client must ensure, before riding, that the bike is suitable for the agreed use, in particular, that the tires are inflated and the brakes working and that the security in the form of protection in the form of a clasp/cable with a combination lock is available.
7. In the case where the protection cord is missing or is damaged, the Client shall be obliged to inform CK GRM about this fact.
8. Should the Client encounter any malfunction of the bike rendering it useless, e.g. a flat tire, s/he shall be obliged to contact the Operator through CK GRM in order to collect another technically fit bicycle.
9. After releasing the bike, the Client is obligated to close the cable of the combination lock in such a way that it will not get in between the spokes of the wheel.
10. Should the Client encounter any malfunction of the bike, s/he is obligated to immediately report the problem to the CK GRM and to return the bike to the nearest GRM Station and to inform CK GRM about this fact.
11. Client's use of a faulty bicycle may result in his or her liability for any defects or damages arising therefrom, had the Client been able to notice the failure of the bicycle.
12. It is recommended for Clients to have on them, during the use of the bicycles, a mobile phone capable of making calls to the CK GRM.
13. Basket mounted in front of the bike is designed exclusively to transport light items. For safety reasons, and to reduce the risk of damage of the bicycle, no heavy loads are allowed in the basket. The maximum weight of the load must not exceed 5 kg. Any items put into the basket must not extend above the edge. They should also not contain any sharp edges. If an accident occurs for reasons of misuse of the basket, the Client shall be held responsible and liable. The Operator shall not be held responsible for any damage to items carried in the basket.
14. Any problems with the collection, operation or return of the bike to the GRM Station shall be reported by the Client over the phone to the CK GRM. CK GRM staff shall notify the Client as to the procedure and further actions.
15. The bike should be used in accordance with its intended purpose.
16. Being a means of urban transportation, the GRM bike should be used to move between GRM Stations. It is not allowed to use GRM bikes for mountain trails, jumps, stunts, tricks, races or towing or pushing anything.
17. In case of violation of the provisions of these Regulations, in particular resulting in any damage incurred by the Operator, the Operator reserves the right to freeze the Client's Account until the situation is resolved.

## VIII. Maximum duration of hire

1. Clients are obligated to return hired bikes at the latest by the end of the twelfth hour from collection.
2. Exceeding the twelve hours of usage shall incur fees and charges, in accordance with the Fees & Charges Schedule.

#### **IX. Repairs and Breakdowns**

1. Any faults should be reported by telephone to CK GRM. In the event of any breakdown which prevents further riding, the Client is obligated to discontinue riding, notify CK GRM by phone and walk the bike to the nearest GRM Station and inform CK GRM about this fact.
2. It is forbidden to attempt any self-repairs, modifications or replacement of parts. The only authorized entity to do any of these is the GRM Service.
3. It is the Client's obligation to be able to make contact with the CK GRM throughout the entire term of the use of the bike.

#### **X. Return**

1. The Client is obligated to attach the bike to the rack in such a way that the adapter mounted to the bicycle fork is introduced into the electro-lock, begin an integral part of the rack. The Client must also hold the bike till it is automatically locked in. The auto-lock closure will be signaled by an audible signal and by the physical blocking of the bike in the lock. It is highly recommended that the Client confirms the return of the bike by logging to the GRM Terminal, using the Nextbike application or contacting the CK GRM.
2. Should it be impossible to return the bike by locking into the electric lock (say, there is no free racks in the GRM Station, or the Station is down), the Client shall be obligated to return the bike using the combination cable lock. The bike should be attached either to a bike rack or to another bike that is locked to the GRM Station. After locking the bike, the Client must block the combination lock, press the "Return" button on the electronic panel of the Terminal, and follow the instructions on the display. Once the lock is blocked, the Client can also return the bike using the website [www.rowery.grodzisk.pl](http://www.rowery.grodzisk.pl), the Nextbike app, or by contacting CK GRM.
3. In case of an incorrect return of the bike, referred to in points X.1. and X.2., the Client shall cover any costs of further use and may be held liable for theft, should that become the case.
4. In case of an accident or collision during the hire of a bicycle, the Client undertakes to write a declaration and call the police. In the case where the bike is damaged the person responsible for the incident shall cover any and all expenses connected with the reinstatement of the bicycle to its prior state and condition upon prior presentation of an appropriate document indicating the party responsible for damage. The Client undertakes to inform CK GRM about this fact within 7 days from the date of the event at the latest.

#### **XI. Fees and charges**

1. Charges are calculated based on rates given in the Fees & Charges Schedule, appended to the Regulations, available at [www.rowery.grodzisk.pl](http://www.rowery.grodzisk.pl) and in the GRM Terminals. The basis for calculating the particular amount to be charged is the number of minutes of use counted from the collection of the bike from the GRM Terminal or from the reception of the code to the combination cable lock till the moment then the bike is returned either by locking it in the rack's electric lock or by obtaining a bike return confirmation message from the GRM System.
2. Charges for use are varied and depend on the length of use of the bike and on the correct return of the bike in the GRM System. The basic charge for one-time use of the bicycle is the sum of dues for all subsequent time periods; therefore the cost of a 160-minute hire of the bike is 3 zł.
3. Charging time is divided into one-hour periods except for the first hour, which is broken down into a period of twenty minutes free bike hire to begin with.

4. In case of Clients paying in the form of the Prepaid Account, whenever the accrued charges for riding exceed available funds, the Client must top up his or her Account up to the minimum balance of PLN 10,00 gross in order to continue using the system.
5. If the charges due for riding exceed the current balance, the Client is required to top up his or her Prepaid Account balance to at least PLN 0 (say: zero zlotys) within 7 days. In case of settlement default, the Operator reserves the right to take appropriate legal action against the Client, aimed at obtaining that payment for performance under the Agreement. The Operator shall have the right to charge statutory interest on overdue amounts until the date of actual payment in full.
6. During the term of the agreement with the GRM System Operator prepayments towards hire charges (the top-up amounts) are non-refundable.
7. In case of a proven fraud related to misuse, in particular collecting and using bikes without authorization, the Client shall be charged the penalty fee provided for in the GRM Fees & Charges Schedule.

## **XII. Claims & Complaints**

1. The client can file a complaint within 7 days from the date of the event that caused the complaint.
2. All complaints regarding the services provided under the Regulations may be submitted electronically to the e-mail [ck@rowery.grodzisk.pl](mailto:ck@rowery.grodzisk.pl), and by mail or in person in the head office of the Operator. If data provided in the complaint or any other information needs supplementing, the Operator may ask, before considering a complaint, to provide additional explanations as required.
3. The operator shall recognize the complaint within 14 days from the date of its receipt or completion.
4. The Client agrees to receive the answer to the complaint by e-mail or by post to the mailing address, as indicated in the complaint. In particularly justified cases, the operator can send the response to another e-mail address, when so requested by the complaint author.
5. CK GRM responds, including the position of the Operator on the complaint, the justification and the information about the mode of appeal. The Client has the right to appeal against a decision of the CK GRM. Any appeals should be sent, regardless of the method of sending – mail or e-mail - no later than within 14 days after the Client receives the decision s/he intends to appeal. The appeal will be considered within 14 days from the date of its reception by the CK GRM.

## **XIII. Agreement Termination at Client's Request**

1. The Client has the right to terminate the Agreement. The notice of termination should be sent in writing to the electronic address [ck@rowery.grodzisk.pl](mailto:ck@rowery.grodzisk.pl) or to the postal address of the Operator.
2. Termination occurs within 14 days from the date of delivery of the notice to the Operator.
3. Before submitting the notice, the Client is required to top up the funds in the Prepaid Account up to a balance of 0 zł.
4. If the Prepaid Account balance exceed 0 zł at the time of the Agreement termination, the surplus will be returned to the account from which it was transferred, or – upon a clear request of the Client, to any other bank account, indicated in the notice. The returned amount will be reduced by the cost of the transfer.
5. The amount topped up by a voucher / coupon awarded by the Operator, for example in the form of a won competition, is not refunded.

## **XIV. Closing Provisions**

1. By accepting these Regulations and by using the bike, the Client is considered to have made the following statements: good health allowing safe bike-riding, the ability and skills to ride a bike; possession of any licenses required by the law, and the knowledge of traffic regulations.



2. The Operator reserves the right to terminate the Agreement with 14 days' notice, should the Client violate the provisions of these Regulations (e.g. no acceptance of amended Regulations, failure to return the bike within the requested period). The Client is then entitled to claim against the Operator limited to the return of the Account Prepaid balance, unless it had been consumed by the Operator to cover outstanding liabilities chargeable to the Client.
3. The Operator is entitled to amend the Regulations or the Privacy Policy with effect for the future. The information about changes to these Regulations of the Privacy Policy will be made available at [www.rowery.grodzisk.pl](http://www.rowery.grodzisk.pl). Should no written information about the lack of acceptance of the changes be sent to the CK GRM within 14 days of its dispatch to the Client, it shall be understood that the changes in the Regulations have been accepted by the Client.
4. Matters not covered by these Regulations shall be governed by applicable laws, in particular by the Civil Code and the Road Traffic Regulations.
5. In case of any discrepancies between the Polish and the foreign-language version of the Regulations, the Polish-language version shall prevail.

## Appendix no. 1 GRM Fees and Charges Schedule

### FEES AND CHARGES

Type of fee or charge	Gross value	
Initial fee	10 zł	
Bike hire fees and charges	Bike hire time:	
	from 1 to 20 minutes	0 zł
	from 21 to 60 minutes	1 zł
	Second hour	1 zł
	Third hour	1 zł
	Fourth and each additional hour (till 12 hours)	5 zł
Letter notification on violations of the Regulations	10 zł	
Fee for exceeding the 12 hours bike hire limit	10 zł for every starting hour counting from 13 to 24 hour of hire (max.120 zł)	
Fee for the lack of return of a bike after 24 hours	20 zł for every starting hour from 25 hour of hire to 48 hour (max 480 zł)	

Fees and charges in the table include VAT.

### PENAL FEES

Letter notification on violations of the Regulations	10 zł
Bike return in a place other than one of the stations, except for situations arising	50 zł

from technical reasons and after informing CK GRM	
Bike theft, loss or damage	2000 zł

**Appendix no. 2 Costs of repair and reinstatement of a bicycle in the GRM System.**

NAME	m.u.	PRICE*	VAT 23%	IN TOTAL
Fork adapter	item	84,00 zł	19,32 zł	103,32 z
Front mudguard	item	9,50 zł	2,19 zł	11,69 z
Rear mudguard	item	9,50 zł	2,19 zł	11,69 z
Chip	item	24,78 zł	5,70 zł	30,48 z
Inner tube 26 x 2.125	item	8,40 zł	1,93 zł	10,33 z
Bell	item	3,60 zł	0,83 zł	4,43 z
Brake level, right side	item	9,92 zł	2,28 zł	12,20 z
Brake cable pipe TP-06 Alu. Regulated/Silver	item	0,60 zł	0,14 zł	0,74 z
Roller brake	item	134,90 zł	31,03 zł	165,93 z
Handlebar	item	17,81 zł	4,10 zł	21,91 z
Brake pads	item	4,70 zł	1,08 zł	5,78 z
Brake shoes	item	15,57 zł	3,58 zł	19,15 z
Left crank arm	item	19,50 zł	4,49 zł	23,99 z
Crank arm with rack	item	28,00 zł	6,44 zł	34,44 z
Electric cube	item	6,30 zł	1,45 zł	7,75 z
Basket	item	8,85 zł	2,04 zł	10,89 z
Front lamp	item	19,93 zł	4,58 zł	24,51 z
Rear lamp	item	11,63 zł	2,67 zł	14,30 z
Brake cable	item	2,46 zł	0,57 zł	3,03 z
Derailleur cable	item	1,90 zł	0,44 zł	2,34 z
Chain	item	5,70 zł	1,31 zł	7,01 z
Basket mount	item	18,06 zł	4,15 zł	22,21 z
Chain cover mount	item	6,72 zł	1,55 zł	8,27 z
Rear reflection	item	1,59 zł	0,37 zł	1,96 z
Tire 26 x 2.125	item	27,41 zł	6,30 zł	33,71 z
Trunk cover (rear)	item	24,61 zł	5,66 zł	30,27 z
Chain cover	item	5,70 zł	1,31 zł	7,01 z
Brake cable armor	meter	1,67 zł	0,38 zł	2,05 z
Derailleur armor	meter	2,11 zł	0,49 zł	2,60 z
Pedals	item	13,26 zł	3,05 zł	16,31 z
Front hub (dynamo)	item	164,90 zł	37,93 zł	202,83 z
Rear hub	item	130,05 zł	29,91 zł	159,96 z
Derailleur pusher	item	8,87 zł	2,04 zł	10,91 z
Front wheel with dynamo	item	111,00 zł	25,53 zł	136,53 z
Derailleur with control module	item	17,85 zł	4,11 zł	21,96 z
Lighting wires	meter	5,12 zł	1,18 zł	6,30 z
Frame	item	457,38 zł	105,20 zł	562,58 z
Handlebar grip left	item	5,49 zł	1,26 zł	6,75 z
Handlebar grip right	item	4,71 zł	1,08 zł	5,79 z
Saddle	item	15,30 zł	3,52 zł	18,82 z
Advertisement wings	item	33,60 zł	7,73 zł	41,33 z
Handlebar headset	item	5,69 zł	1,31 zł	7,00 z

Bike stand	item	14,40 zł	3,31 zł	17,71 z
Support 115mm	item	12,56 zł	2,89 zł	15,45 z
Front spoke	item	0,27 zł	0,06 zł	0,33 z
Rear spoke	item	0,27 zł	0,06 zł	0,33 z
Seat post	item	15,63 zł	3,59 zł	19,22 z
Roller brake screw	item	19,90 zł	4,58 zł	24,48 z
Brake lever control screw	item	0,62 zł	0,14 zł	0,76 z
3-gear rear wheel	item	148,50 zł	34,16 zł	182,66 z
Fork	item	43,00 zł	9,89 zł	52,89 z
Handlebar bracket	item	16,93 zł	3,89 zł	20,82 z
Seat post clamp	item	6,00 zł	1,38 zł	7,38 z
Combination lock ABUS	item	56,10 zł	12,90 zł	69,00 z
Electro-lock	item	672,00 zł	154,56 zł	826,56 z

\*May be changed.

