

Infralobo Smart Bike Shared Use Bicycle System Rules & Regulations for Use

Article 1: Managing Organisation

1.1. INFRALOBO's shared used bicycle system ("Infralobo Smart Bikes") is managed by INFRALOBO – Empresa Municipal de Infraestruturas de Vale do Lobo, E.M.

1.2. The shared use bicycle system's contacts are as follows:

Infralobo - Empresa Municipal de Infraestruturas de Vale do Lobo, E.M

Email: smartbikes@infralobo.pt Website: www.bikes.infralobo.pt

Address: Rua do Bispo, s/n, Vale do Lobo – Almancil

General Info/ Contracts/ Card Activation: from 9:00 am to 5:30 pm at Infralobo's central offices. Tel: +351 289 352 430.

Reporting malfunctions and breakdowns: +351 910 156 403/ Emergency Service Team available from 5:30 pm to 10:00 pm on mobile no.: +351 918 201 783.

Article 2: Definitions

For the interpretation of these rules & regulations for use, their terms are thus defined:

- a) Shared use bicycle system: all equipment intended for enabling the temporary use of shared use bicycles available at the various stations;
- b) Stations: are the points where system users can take bicycles for temporary use and return them after such use. Each station features secure bicycle docking points, while access terminals are integrated into each bicycle docking point;
- c) Card holder: any INFRALOBO customer (or other type of user Infralobo's management decides to issue a card to), in the terms described below, who has completed the initial registration process with INFRALOBO in the bicycle use system;
- d) System user: any person registered in the system or who holds a user card;
- e) User card: card given to customers registered with INFRALOBO, which gives them access to the shared use bicycle system;
- f) INFRALOBO's bicycles: bicycles that are part of the shared use system and are available from the stations.

Article 3: System structure

3.1. The INFRALOBO shared use bicycle system comprises five stations as identified on the attached map, at which users can pick up and drop off bicycles.

3.2. For operational reasons, INFRALOBO may, provisionally, create "virtual" stations.

3.3. The INFRALOBO shared use bicycle system is available 365 days of the year. Its operating hours during the months of July and August are from 7:00 am to 12:00 am; during other months, from 8:00 am to 8:00 pm. INFRALOBO may, at its discretion, make changes to the service due to adverse weather conditions or for reasons of a technical nature that may prevent the system from operating.

3.4. The regulations for use of the “virtual” stations are identical to the others.

Article 4: Users

4.1. Users of the shared use bicycle system are INFRALOBO customers (individuals or collective bodies who have a water supply contract and/or customers licensed to advertise and/or occupy the public highway, and others to whom Infralobo allows access to the system) who have registered for this purpose.

4.2. The initial registration required for using the shared use bicycle system can be made via:

- a) the website; at www.bikes.infralobo.pt you can register using the form available therein, with the card sent via post on validation.
- b) mobile application Smart Bikes by Infralobo; the customer registers using the app and following validation can ‘unlock’ the bike via mobile.
- c) in person at the system’s managing organisation (INFRALOBO), using the form available on the website or at the service desk at the INFRALOBO offices. Applicants should produce a ‘Citizen’s Card’ or Identity Card, to prove they are the contract holder with INFRALOBO, for individuals, or a copy of the company registration certificate, in the case of collective bodies.

4.3. Following the initial registration, INFRALOBO will provide one free user card per customer. Additional cards may be purchased (at a cost of €10 per card), to a maximum number corresponding to double the number of bedrooms in their property, for residential customers (i.e. 2 cards for a one-bed property; 4 cards for a two-bedroom property, etc. 2 cards for studio apartments) or 5 cards for businesses (i.e. shops and restaurants) and 20 cards for hotels.

4.4. Card holders (or the holder of several cards, when additional cards have been purchased) can pass the use of their card(s) on to someone else (who shall then be a system user). However, any liability with regard to compliance to these rules and regulations is assumed by the card holder.

4.5. Use of the system by under-16s shall be the entire responsibility of the card holder, who shall be liable for compliance of the rules and regulations of use herein defined and for any damages caused by the use of the bicycles.

4.6. The holder is both civilly and criminally liable for the use of the equipment, including damage caused to third parties arising from road accidents.

4.7. Any damage to the bicycle caused by the improper use thereof shall be charged to the service card holder, who may lose the right to use thereof, notwithstanding having to cover the bicycle’s repair costs.

Article 5: Rules for Use

5.1. During the experimental period, from the service’s launch to 30th of June 2019, the INFRALOBO shared bicycle system will be free of charge, to which end customer cards need to be activated when registering.

- 5.2. During the experimental period and from the moment the card had been validated, customers can use the system for an unlimited number of 60-minute periods.
- 5.3. After 60 minutes the bicycle will be blocked for collection.
- 5.4. The repeated breach of the previous point (twice) will result in the customer's exclusion during the experimental period.
- 5.5. INFRALOBO will approve the tariff for using the INFRALOBO shared bicycle system by the end of the experimental period.
- 5.6. User cards are the property of INFRALOBO and, in the event of loss, theft or deterioration thereof, the user should immediately inform the service provider so that the card can be cancelled.
- 5.7. The payment of €10 (ten Euros) is required for a new card to be issued.
- 5.8. The user card can be used by third parties. However, the holder is held entirely accountable for any liabilities that may arise from the system's use.
- 5.9. The reproduction, in any form, of the user card supplied when registering is expressly prohibited.
- 5.10. Should the customer's relationship with INFRALOBO come to an end (following the cancellation of a water supply contract and/or advertising licence), they will no longer be registered in the system. The card holder can transfer their card(s) to the new water contract holder, provided they inform INFRALOBO in writing.

Article 6: User Obligations

6.1. Users are obliged to:

- a) Check the bicycle is well maintained and in good working order prior to removing it from the pick-up station;
- b) Park the bicycle in appropriate and safe areas during the period of use, while always respecting the Portuguese Highway Code and only using public highways or other facilities adapted and defined by INFRALOBO;
- c) Return the bicycle to the automatic system at the end of each use and make sure it is left in a secure condition (users are obliged to check if the system has properly recognised the bike's return);
- d) Report any faults detected;
- e) Use the bicycles for personal transport;
- f) Cycle solely within the INFRALOBO area during the period of use, while always respecting the Portuguese Highway Code, use public highways or other suitable facilities and park the bicycle in the stations;
- g) In the event of theft of the bicycle, users should immediately inform INFRALOBO, by calling to +351 910 156 403. Such communication should include a copy of the complaint made to the police authorities, under penalty of being restricted from using the system for a period of one year and of paying INFRALOBO compensation to the value of €2,500.00.

6.2. Users are expressly prohibited from:

- a) Parking another bike other than a system bicycle in the “Infralobo Smart Bikes” stations;
- b) Abandoning the bicycle without justification, under penalty of being restricted from using the system for a period of one year and of paying INFRALOBO compensation to the value of €2,500.00;
- c) Transporting passengers on the bicycle including children and animals.
- d) Partially or totally dismantling/tampering with the bicycle;
- e) Riding the bicycle while in a state of dementia, drunkenness or under the influence of narcotic substances.
- f) The use of bicycles for profit or commercial purposes is prohibited.
- g) The use of bicycles on unsuitable surfaces or conditions for this purpose, such as stairs, slopes, fields, ramps, beaches, etc. is also prohibited.
- h) The transport of objects likely to impair cycling or endanger people and assets or to disrupt traffic is prohibited.

6.3. Failure to comply with any of the provisions in this contract will result in the user’s immediate exclusion of the shared use bicycle system.

I hereby declare that I have read and accept the rules and regulations for use of the “Infralobo Smart Bikes” shared bicycle system

Signature _____ Vale do Lobo, _____, 20____

Type of user: INFRALOBO Customer/Employee (delete as appropriate)

INFRALOBO Customer Code: _____