

# **General terms and conditions of access to and use of the Vël'Ok Esch/Alzette service for long-term subscribers**

## **Article 1. Object of the Service**

Vël'Ok is a service operated by the non-profit association *Centre d'Initiative et de Gestion Locale Esch/Alzette ASBL ( CIGL Esch )* hereinafter referred to as the "Operator") intended to place a bicycle at the customer's disposal for his or her movements on the City's territory.

Operator's particulars:

Postal address: 97, rue de l'Alzette, L-4011 Esch/Alzette

Website: [www.ciglesch.lu](http://www.ciglesch.lu) E-mail: [info\(@\)ciglesch.lu](mailto:info(@)ciglesch.lu)

Telephone: +352 54 42 45-200 Fax: +352 54 42 45-500

## **Article 2. Availability of the service and term of rental**

**2.1.** The long-term subscription shall be valid for 1 year at most, and shall be tacitly renewable each year.

**2.2.** During this term of validity, the customer may use this service only by periods of ½ hour. In the event of dispute as to the period of use of the bicycle by the customer, the data provided by the IT server of the service shall be valid.

**2.3.** The service shall be accessible within the limit of bicycles available in each station, round the clock, year round, without interruption, except in case of force majeure or total or partial, temporary or definitive restriction, enacted by the competent authorities, of the use of one or more stations or the movement of cyclists on the territory of Esch/Alzette.

## **Article 3. Practical procedures for accessing the service**

The Vël'Ok service shall function only with the E-GO card. The customer must insert the card in front of the electronic terminal fitted at the station and the bicycle will be released. When s/he has finished using the bicycle, the client will insert it in one of the empty terminals.

## **Article 4. Conditions of access to the service**

**4.1.** In accepting these presents, the customer declares that s/he is capable of using a bicycle, of being physically fit for such use, and of being covered by a civil liability insurance coverage.

**4.2.** Access to the service is also open to minors over 14 years of age. Their subscription must nonetheless be taken out by their legal guardian under the latter's responsibility. The minor must hold an E-GO card.

**4.3.** The customer must have become expressly cognizant of and accepted the general terms and conditions of access to and use of the service. If these general terms and conditions have not been accepted, s/he may not proceed with his or her request. The customer must complete a form available on [www.velok.lu](http://www.velok.lu) or in the following points of registration: *CIGL Esch – Biergeramt – City Tourist Office*.

The general terms and conditions are also available from the operator upon request. The customer must have duly completed and signed the registration form for the bicycle system to be activated. For the verification of the holder's identity, a copy of one's identity card must be submitted to the operator without fail. The customer must hold an E-GO card.

## **Article 5. Obligations of the customer**

**4.1.** The customer shall use the service with due diligence and caution, in compliance with these general terms and conditions, as well as any other regulations, as and when applicable, and in particular the provisions of the highway code.

**4.2.** The customer shall assume guardianship of the bicycle s/he has taken, and shall, for the entire rental period, be solely liable for any and all wear and tear, destruction or disappearance thereof, but also for any and all loss or damage caused to a third party in any connection whatsoever with the rental of the bicycle.

**4.3.** The customer shall pick up and return the bicycle within the time limits of the authorised maximum uninterrupted use (cf. Article 3.2), and, when finished, shall return the bicycle to one of the terminals provided expressly for this purpose. The customer shall accept beforehand that failure to comply with this requirement shall entitle the operator to deduct a flat-rate penalty of €150.

**4.4.** If the bicycle is found to have been used in a way contrary to the provisions of Article 6.1, the customer shall return the bicycle to the operator or one of its representatives immediately upon request.

**4.5.** The customer shall inform the operator of the loss, theft, any wear and tear of the bicycle or any other problem relating to the use of the service as promptly as possible, and at most within 24 hours as of the occurrence of the event by dialling 8006 24 56, whilst remaining, in any event, liable for the bicycle in accordance with the provisions of these general terms and conditions.

## **Article 6. Restriction to the use of the service**

**6.1.** The customer may not lend, let or transfer, free of charge or otherwise, his or her subscription or the bicycle, which is the property of the operator, to a third person and/or use it in any way other than those provided in these general terms and conditions. The long-term subscription shall be suspended automatically upon the detection of any violation of these general terms and conditions.

**6.2.** The customer may not take the bicycle home, to the hotel or elsewhere and, in case of non-use, the bicycle must be returned without delay and, at the latest by the expiry of the maximum period of use, to one of the terminals provided for that purpose.

**6.3.** The customer shall be authorised to use the bicycle in accordance with these provisions provided s/he makes reasonable use thereof, which shall exclude in particular:

- any use contrary to the provisions of the applicable road regulations, in particular the provisions of the Highway Code;
- any use on grounds or under such conditions as may damage the bicycle;
- for the transport of passengers, in whatever way;
- any use of the bicycle that might endanger the customer or third parties;
- any dismantling or attempted dismantling of all or part of the bicycle; and more generally
- any other abnormal use of the bicycle.

**6.4.** The use of the bicycle shall be limited to the territory of the City of Esch/Alzette and on roads open to cyclist traffic.

**6.5.** The bicycle may not bear a total load exceeding 150 kg and the basket may not support more than 15 kg. Any transport of bulky objects that interfere with the riding or visibility of the cyclist in any way is prohibited.

#### **Article 7. Liability**

**7.1.** The customer shall be solely liable for loss or damage caused by the use made of the bicycle during the entire period of use, including when the authorised maximum period of use is exceeded, if the bicycle is returned late.

**7.2.** The parents or legal guardians of any minor subscribed to the service shall be held liable for any loss or damage caused directly or indirectly by the minor from the use of the service.

**7.3.** Any borrowing exceeding the authorised maximum period of use shall be considered as a case of disappearance of the bicycle.

**7.4.** If the bicycle should disappear, the customer shall be required to report said disappearance within 24 hours to the operator by dialling 8006 24 56, and to file a complaint with the police within the same time limit. The customer shall continue to be solely and fully liable for the bicycle until a copy of the complaint lodged has been submitted to the operator.

**7.5.** In case of accident and/or other incident involving the bicycle, the customer shall be required to report it within 24 hours to the operator by dialling 8006 24 56. The customer shall remain solely and fully liable for the bicycle until it is returned to the operator.

**7.6.** As the customer has assumed liability of the bicycle (cf. Article 6.2 and 8.1) s/he shall be required, before actually using the bicycle taken, to proceed to an elementary verification of the main apparent functional elements, in particular (the list is not exhaustive) that:

- the saddle, pedals and basket are properly attached;
- the bell, brakes and lights function properly;
- the frame and tyres are in overall good condition.

**7.7.** The customer is moreover advised to:

- adapt the braking distance in case of bad weather;
- adjust the saddle to adapt it to his or her height;
- wear an approved helmet and appropriate clothing.

**7.8.** The customer shall declare that all information concerning him or her is accurate and that s/he has taken out a civil liability insurance policy.

#### **Article 8. Penalties**

**8.1.** Upon signing the registration form, the customer shall give the operator a billing authorisation of €150 by way of guarantee (bank authorisation) to be drawn by the operator in the cases and under the conditions specified and itemised exhaustively below: wear and tear, fraudulent use and/or disappearance of the bicycle for which the customer was liable.

**8.2.** The amount of the penalties (cf. article 8.3) may be payable upon the operator's first request if the customer is found to have failed to fulfil his or her obligations arising out of these presents.

**8.3.** The nature and/or the amount of penalties payable to the operator by the customer in case of violation by the latter are established as follows:

- disappearance of the bicycle in violation of Article 6.3.: €150;
- theft of the bicycle with violence against the person: €35 (the receipt of the complaint lodged at the police station shall serve as proof);

- repair of wear and tear to the bicycle attributable to the customer: flat-rate amount depending on the degree of wear and tear.

**8.4.** The application of the afore-cited penalties shall in no way prejudice the rights of the operator to claim from the customer the full loss suffered, if the customer were to be held liable.

#### **Article 9. Confidentiality and use of personal data**

Every customer shall be entitled to access, and where necessary, correct or delete information concerning him or her, by contacting *Vël'Ok* (particulars in Article 1 supra).

#### **Article 10. Settlement of disputes**

These general terms and conditions shall be governed by Luxembourg law. Any and all disputes as to their performance and effects shall be referred to the competent courts and tribunals of Luxembourg to which the Parties expressly attribute competence, including in case of summary proceedings, warranty proceedings or multiple defendants.

#### **Article 11. Alteration of these general terms and conditions**

The customers shall be informed systematically of any alteration to these general terms and conditions through updates posted on the *Vël'Ok* screen of the terminals and on the operator's website. In signing these general terms and conditions, the customer shall expressly declare that s/he has read them in extenso and has understood, and accepted them in full!

**4.3.** To be able to access the service, the customer must hold a bank card issued by a banking institution affiliated with the *Visa*, *Mastercard* or *Maestro* network and an E-GO card.

**4.4.** The customer shall, with the prior consent of his or her bank, communicate his or her data to *Cetrel*, and shall agree to provide a billing pre-authorisation for €150 and a maximum term of 20 days for the benefit of the operator.

**4.5.** The customer must have expressly become cognizant of and accepted the general terms and conditions of access to and use of the service by clicking the validation button in question. The application may not be processed if these general terms and conditions are not accepted. The general terms and conditions are also available from the operator upon request.

**4.6.** The customer shall agree to provide his or her correct details via the Web registration interface. The E-GO card shall be activated via the link to be established between the number of the E-GO card and the applicant's details.

**8.1.** At the commencement of each period of validity, the customer shall authorise the operator in advance to request the billing of a maximum flat-rate sum of €150 by way of guarantee deposit, in the cases and under the conditions specified and listed exhaustively below: wear and tear, fraudulent use and/or disappearance of the bicycle for which s/he was liable. This authorisation shall be duly formalised by entering his/or her secret bank code.

### **VEL'Ok, a mutual assistance project everyone can agree on!**

Self-service bicycles are back in force at Esch.

Simpler, more reliable and always free of charge the new *Vël'OK* bikes will add some colour to the city.

*Vël'Ok* is a project launched by the non-profit association *Centre d'Initiative et de Gestion Local Esch/Alzette asbl (CIGL Esch)* in cooperation with the municipality of Esch.

The missions of the *CIGL Esch* are geared to improving the quality of life of the local population, i.e. to:

- . Implement common interest projects
- . Create lasting jobs
- . Promote social cohesion

In its capacity of member association of the *Objectif Plein Emploi* network, the *CIGL Esch* is committed to the solidarity-based economy.

### **VEL'OK, the bicycle everyone can agree on!**

The *Vël'Ok* bicycles are available round the clock, year round. There are 150 bicycles currently available in 15 stations situated in strategic locations in the city, and more such stations will be established in the months to come.

Do not hesitate to borrow one. *Vël'Ok* is a completely free service!

#### **OK to take a bike.**

The *Vël'Ok* service functions only with the E-GO card:

All you have to do is insert this card in the electronic terminal of the station, and a *Vël'Ok* bicycle is released.

#### **OK to bring it back!**

When you borrow a *Vël'OK* bicycle, the period of use is limited to 30 minutes, so that everyone can find a bike available when s/he needs one. Please comply with this principle, and share in the *Vël'OK*

spirit!

Once you have finished, take the Vě'Ok bicycle to the nearest station – that is all, and all for free!

### **Rights and obligations of the cyclist**

#### **On the road**

- 1 - It is prohibited to turn left passing from the middle of a roundabout.
- 2 - The minimum safety distance in town is 1 metre.
- 3 - Stationary cars may not be passed on the right.
- 4 - Stationary cars may be passed on the left, provided the rider can resume his or her place in the normal flow of the traffic without any hindrance thereto.
- 5 - Bicycles on the pavement are prohibited except, for children under 8, or if the bicycle is hand-held (the cyclist becomes a pedestrian again)
- 6 - Ride in a single file when you are in a group.
- 7 - Use your arm to indicate a change of lane or direction.

#### **Equipment**

A helmet is not required, but it is recommended. To be visible, it is advisable to ride with light colours or to wear reflecting bands

#### **Attention!**

It is prohibited to ride hands free; the cyclist must be in control of the bicycle at all times. The cyclist must respect pedestrians, and always anticipate an unexpected opening of doors and change of line by motorists.