**Contract № \_\_\_\_
of using of the city bikes hiring system**

**Almaty**

"\_\_\_\_\_"\_\_\_\_\_\_\_\_\_\_**2019 y.**

 The branch of the Public Fund "Velocity.kz" in Almaty, represented by the Acting Director Zhanabekov Tulegen Taubaevich, acting under warrant No. 1/1-VC of the January 04, 2019, hereinafter referred to as the "Fund Branch", on the one hand and the system user hiring city bicycles
Full name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IIN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ living at the address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "User", on the other hand, collectively, the "Parties", have concluded the present Contract (hereinafter - Contract) as follows:

**The conditions of hiring of city bikes (hereinafter – the Terms).**

1. The Fund agrees to register the User's credentials and grant the right of temporary possession and use of Bike of BTWIN brand of SMOOVE production with the inventory number listed on this Bike (hereinafter, the Property), and the User agrees to provide credentials for logging in, accept, pay for and timely return the Property.

An integral part of the Contract is:
1) Bikes Hiring rules (Annex 1);
2) The order of the calculations (Annex 2);
3) Tariffs (Annex 3);
2. The contract is concluded between the Parties by attaching a user to Conditions valid on the day of transfer of the Property.
3. In order to attach the User to the Contract, the User must provide data to execute the Contract.

4. The user must use the Property in strict accordance with its purpose and not make any structural changes to the Property, not transfer Property to a third person for using, including a grant, its obligations under the Contract to third parties, pledge the Property or otherwise dispose of the Property.

5. In the event that any condition of the Contract is in conflict with the laws of the Republic of Kazakhstan, the relations between the Parties previously resolved this situation, are governed by the laws of the Republic of Kazakhstan taking into account the initial interests of the Parties.

6. The absence from the Fund to ensure strict compliance by the User of any terms of the Contract shall not be considered as a waiver of the Fund from the rights granted under this condition.

7. Notice or letters shall be considered as properly brought to the User’s attention, and the User, respectively, as properly notified (and received letters of notification) at the time of submission email and/or SMS, or posting them in the User's personal account on the Website.

8. The Fund has the right to change the Terms, including all annexes. However, the Fund publishes on the Website a modified version of the Terms and/or annexes thereto not less than Ten (10) calendar days prior to the entry into force of the relevant version (relevant versions). The user independently monitors the Site for updated Conditions and/or annexes thereto.

9. The Contract will be terminated on the grounds specified in the Conditions and in the annexes to the Contract, as well as on the grounds stipulated by the curhiring legislation of the Republic of Kazakhstan.

10. The user consents to the Fund for processing during the term of the Contract and for three years after the expiration of the specified period, his / her personal data. Personal data include: surname, name, patronymic, address, contact details (phone number, mobile number, email address), data of the basic document proving the identity, and other information about it specified at registration or received by the Fund in the course of execution of the Contract. Consent is given by the User in order to execute the Contract for the term up to achievement of the purpose of the processing of personal data by the User. The user is notified that the processing of personal data will be carried out in accordance with the requirements of the law "On personal data and their protection", and that this consent to the processing of personal data may be revoked by the User by sending the Fund written notice 30 calendar days prior to the date of withdrawal of consent.

11. The user must within a period not exceeding 3 (three) days, after the change of their personal data and other information specified during registration, contact the sales Department and notify about changes in order to make appropriate changes in information about itself.

12. In all matters not regulated by the Contract shall be governed by the laws of the Republic of Kazakhstan.

13. The place of conclusion of the **Contract is Almaty, “Baysheshek” St., house No. 10.**

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| --- | --- |
|  **The branch PF "Veloсity.kz" in the city Almaty**Address: Almaty, Baysheshek street, house No. 10IIC: KZ 856010131000164286BIN: 180641012085"Halyk Bank of Kazakhstan" JSCBIC: HSBKKZKXCBe 18E-mail: info@almatybike.kzWebsite: [www.almatybike.kz](http://www.almatybike.kz) | **"User":Surname:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Middle name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****ID card: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_IIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_House phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mob.phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(to be filled in own hand)** |
| Acting Director\_\_\_\_\_\_\_\_\_\_\_ Zhanabekov T.T. | \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_signature date |

THE RULES OF HIRING BIKES

1. **DEFINITION.**

1.1. **User** – the person who takes the bike for payment for temporary possession and use under and in accordance with the terms of the Contract, with allocation of a unique identification code.

1.2. **The Fund is -**the grantor of a bike for payment for temporary possession and use of the User.

1.3. **Hiring** – relations between the user and the Fund regarding temporary compensated possession and use of a Bike.

1.4. **The point of hiring** – station of Bike hiring (Bike station), which is an automated system for issuing and receiving the bikes, in which bikes are originally blocked.

1. **THE PROCEDURE FOR THE PROVISION OF BIKE HIRING.**

2.1. The Fund provides the possibility of Hiring bikes at any time of the day.

2.2. Giving bike on hiring is provided by the Fund to the User in the Points of hiring.

2.3. The user has the right to return the Bike Fund, received for hiring, to any of the addresses of the Point of hiring at its discretion.

2.4. The user has the possibility to take a bike on Hire after registration and fulfillment of the conditions stipulated in (Annex 2).

2.5. After successful registration the User receives the PIN code necessary to authorize the User and used to unlock the bike lock-blockers at Points of hiring.

2.6. Received PIN-code must be kept in secret. The user has no right to transfer the EuroVelo map and PIN-code to third parties. Liability for damage caused to the Fund resulting from the use of lost or transferred EuroVelo maps and the PIN code by third parties, bears the User's. In case of loss of the EuroVelo map and the PIN code the User is obliged to immediately inform the Fund for locking them.

2.7. The user can take a bike on Hire in its sole discretion at any time and use on the territory of Almaty.

2.8. Simultaneously, the User may hire no more than 1 (One) bike.

2.9. The timing of Hiring begins from the moment of unlocking the bike from the corresponding lock at any Point of hiring after successful authorization of the User by using the EuroVelo map and the PIN code and ends with the date of posting the bike in the free lock at any Point of hiring. The user is obliged to check that the bike is locked in the key lock.

2.10. Immediately after unlocking the selected bike from the lock, the User is obliged to check the technical condition of the bike, and in case of detection of any defects immediately notify the Fund and return the bike to a free lock at the Point of hiring. The user has the right to hire another available bike.

2.11. At the time of Hiring the User assumes full responsibility for proper care of bike safety, careful use, for the damage caused to the bike, as well as for damage caused to health and property of third persons in connection with the use of the Bike.

2.12. At the time of Hiring the risk of accidental damage or disablement of the Bike remains with the User.

2.13. When using a hired bike, the User is obliged to observe the Rules of the Road.

2.14. The user is obliged to return the bike to the Fund in a technically good condition, in the appropriate equipment. Returned bike must have a clean appearance. The technical condition of the Bike should conform to the technical status at the time of intake to the Point of hiring, subject to its normal run out.

2.15. The user may not produce on its own and/or by third parties replacement of units, parts of a hired Bike. In case of return of the bike with replaced units, parts, User shall reimburse to the Fund the cost of the original units in the manner prescribed by paragraph 6.4 of Annex 2.

2.16. Damage to the Fund by:

1) accidental damage to Property;

2) Disabling the Property of others or by the User;

3) Theft of Property from the User.

The user is obliged to immediately inform the Fund on the phone about the damage and within 1 (one) calendar day after the occurrence of a relevant event, to provide explanation detailing the circumstances of such event (time, place, participants, etc.). These explanations are provided in written form signed by the User at the location of the Fund. When a User is in breach of the established in the present clause deadline for the submission of explanations, the Fund shall charge the User a fine in accordance with Appendix

1. **OTHER TERMS AND CONDITIONS.**

3.1. It is prohibited:

3.1.1. To take the bike on Hiring of persons under the age of 14.

3.1.2. To take the bike on Hiring in the state of alcoholic or other intoxication.

3.1.3. To carry on a hired bike others including children.

3.1.4. To travel on a hired bike on a motorway.

**THE ORDER OF CALCULATIONS**

1.**DEFINITION.**

* 1. **User** – the person who takes the bike for payment for temporary possession and use under and in accordance with the terms of the Contract, with allocation of a unique identification code.
	2. **The Fund** is the grantor of a bike for payment for temporary possession and use of the User.
	3. **Hiring** – relations between the user and the Fund regarding temporary compensated possession and use of a Bike.
	4. **Tariffs** – a document with a help of that the Fund sets the price of Hiring, the rates of Hiring and the size of indemnities in cases of failure, of loss of Bike, returning with a delay (Annex 3).
	5. **Hiring** – rates under the fee for Hiring within a User-selected period.
	6. **User** personal account is the form of accounting information, individual for each User, reflecting the cash generated by the User and the expenditure for payment of Hiring on the terms provided for in this Order of calculations.
	7. **Website** – the website of the Fund at the address ***www.almatybike.kz***
	8. **Personal account** – web-page on the Website contains statistical information about the cur hiring state of the personal account.
	9. **RFID card** – contactless card for personal access to the system, modern identification technology.
1. **THE CALCULATION OF THE COST OF HIRING.**

2.1. The cost of Hiring shall be determined in accordance with the tariffs (prices) specified in the Tariffs (Annex 3). The rates for Hiring are specified in tenge. Information on cur hiring rates posted on the Website.

2.2. The Fund shall notify the User by posting a message on the Website and /or at places of Hiring on change of Tariffs of Hiring with exact date of the beginning of action of new Tariffs.

1. **COLLECTION OF PAYMENT FOR THE HIRING.**

3.1. Collection of payment for Hiring is made by debiting from the account of the User.

3.2. The contract provides an advance payment system for Hiring. To obtain the bike on hire, the User must provide his personal funds in the amount sufficient to pay as subscription fees for the selected period, and the time-phased portion of the hiring (for the planned time of Hiring).

3.3. Charges for Hiring and debiting funds from the account of the User are produced:

3.3.1. Hiring fee – at 00 hours 00 min. of the day following the day on which customer has made the fixed portion of the hiring for the selected period on his Personal account.

3.3.2. The time phased portion of the hiring – at 00 hours 00 minutes the day following the day on which the User actually used the bike.

3.4. Information on the available balance of funds, debit of funds

and charges the User is shown on his personal account.

3.5. User personal account in the billing system of Fund is created when a User logs in. Indicators of personal account are the basis for determining the time of Hiring and conducting financial transactions between the User and the Fund.

3.6. The user undertakes to regularly check the status of his account for timely receipt of cur hiring information.

1. **PAYMENT OF HIRING**.

4.1. The user is obliged to replenish the account balance to pay for the Hiring penalties when they are charged by the Fund.

4.2. Payment is made by the User in the sales points by cash/non-cash. The User should review the terms of settlement using his Bankcard, including the amount of any applicable fees, terms of payment. The Fund is not responsible for commissions set by the Bank, which issued the Bankcard of the User.

1. **ACCOUNTING OF PAYMENTS RECEIVED**.
	1. The User's payments are recorded on its account not later than on the next business day after the receipt of Bank account statements on the flow of funds to the account of the Fund and the receipt of the documents, allowing identifying the User and purpose of the payment.
2. **OTHER CONDITIONS**

6.1. The user is notified that the Fund by its technical means records the time of Hiring to reflects appropriate data on the personal account of the User, and monitors the status of the User's account.

6.2. Upon receipt from the User of funds and in the presence of negative balance of his account in the first place is repaid previously existing debt of User to the Fund (the earliest payment in the amount of previously accrued liabilities), including the amount of fines when they are charged by the Fund.

6.3. Restriction of Hiring.

6.3.1. The Fund limits the User's ability to take a bike on Hire if, at the time of accrual and debiting of funds to pay the balance of the User's account becomes zero or negative.

6.3.2. Restriction of Hiring is removed only after the repayment of debt and making payment on personal account in the amount of not less than the subscription fee for the selected period. The removal of restrictions shall be made within 2 (two) hours from the date of receipt on the Subscriber's account funds sufficient to remove the restrictions.

6.3.3. The maximum waiting time depositing funds is 1 (one) day from the date of notice under subparagraph 6.3.2. of paragraph 6.3.of these Rules.

6.4. In the event of damage to the bike by the User, accidental damage or disablement of the bike, return the bike User with a delay, the Fund shall charge the User money in the amount stipulated by the Tariffs (Annex 3) and these Rules. The amount of money levied in case of breakage of a Bike is determined by the size of the Fund of incurred costs for the acquisition of a new bike or refurbishment, including those with third parties. User for 1 (one) business day from receipt of the returned bike must ensure the availability of his personal account funds in the amount sufficient for payment specified in this paragraph payments.

6.5. In case of loss of the Euro Velo Cards and the PIN code, the User pays the amount of the card Deposit in the amount of 1 000 (one thousand) tenge. User for 1 (one) working day from the date of notice of the Fund on the loss of the Euro Velo Cards and the PIN code must ensure the availability of his personal account funds in the amount sufficient to cover such penalty. The payment of the fine does not exempt the User from the obligation to reimburse the Fund the amount of damages suffered by him as a result of hiring the bike from use of the lost (transferred) to the Euro Velo Cards and the PIN code by third parties, determined by the Fund in the manner provided in paragraph 6.4. of this Annex.

6.6. When breaking by User specified in clause 2.16. Application 1 of deadline for the submission of explanations on the fact of causing damage to the Bike or to third parties by the User, accidental damage or disablement of the bike, and the theft of a Bike from the User, the Fund shall charge the User a fine in the amount of the cost of the bike with regard to transportation of the equipment from the country where the company is the manufacturer and customs procedures.

Upon the occurrence of the cases mentioned in the first part of this paragraph, the User shall pay the amount of the fine within 20 calendar days from the date of the relevant demand by the Fund.

6.7. In the case of not correct Parking of the Bike in the Parking range, the hiring is not completed, and therefore it is debited balance is identical at the time of hiring. You must wait until the message about the successful completion of the hiring "Return OK. Goodbye!" and a single long signal. In the event of incorrect completion of hiring - it sounds three beeps and the display shows an error message Parking "Error lock", "Unidentified station". If the bike is not parked correctly and left in this position at the station, the user previously used it shall be fully liable for the loss or theft of the bike.

6.8. Upon termination of the Contract, regardless of the grounds for such suspension, remaining on the personal account funds deposited by him as time part and the amount of the Deposit for the RFID card (in the presence of a receipt) is returned to the User, with the exception of funds deposited by the Fund in the framework of the action (depending on conditions):

1) the amount of the Deposit for the RFID card;

2) Accrued balance.

6.9. The refund is made not later than 20 (Twenty) calendar days from the date of termination of the Contract by cash/non-cash calculation based on the User application.

6.10. Claims for enrollment, partial enrollment or not crediting the funds to the account of the User are accepted by the Fund only in case of payment in the manner provided by the Contract (with Bank card).

6.11. Claims by the User are considered by the Fund in established by the current legislation of the Republic of Kazakhstan terms. The place of receipt of the response to the claim office of the Fund located at the address of his location.

6.12. In the case of recognition of User complaints about the charges made by mistake or other monetary (financial) claims connected with Hiring, the Fund at the time of recognition of such claims shall credit a cash amount equivalent to the sum of recognized claims, on the account of the User. The moment of recognition of the claims of the User shall be deemed the time of sending the notification of such acceptance at its email and/or SMS. Such notice shall be considered written response of the Fund to the claim of the User.

Annex 3
to Contract of city bikes hiring system

|  |  |
| --- | --- |
|  |  **Cost of hiring** |
|  |  |  |
| **№** | **The duration of the trip** | **Cost, tenge** |
| 1 | Up to 30 minutes  | FREE |
| 2 | 31...60 minutes | 100 |
| 3 | 61...120 minutes (up to 2 hours) | 250 |
| 4 | 121…180 minutes (up to 3 hours) | 500 |
| 5 | from 181 minutes …… each subsequent hour of riding | 1000 |
|  |  |  |

**In any tariff plan, each trip to 30 minutes - FREE of charge.
A break between two trips at least 30 seconds.**

 **FINES**

|  |  |  |
| --- | --- | --- |
| **№** | **Type of violation** | **Fine, tenge** |
| 1 | Late returns (after the day of receipt of the Bike on Bike station) | 5000/per day + the actual cost of hiring |
| 2 | Damage to the bike during hiring, the loss or disabling | The amount is determined by the size of the Fund incurred costs for the acquisition of a new bike or refurbishment, including those with third parties. |

**The bike is considered stolen if it was not returned after
24 hours from the start of employment**

 **User fee**

|  |  |  |
| --- | --- | --- |
| **№** | **Tariff plan** | **Cost, tenge** |
| 1 | for 1 year  | 10000 |
|  | for students. retiree and for disabled people of the 3-d group (with the documentary evidence) | 5000 |
|  | name | Cost, tenge |
|  1 | New RFID card | 1000 |
|  | Minimum balance | 500 |
|  2 | In the framework of the action accrued bonus balance is not refundable |  |

**The Agreement**
**on the liability of the user during the test or group riding, sightseeing tours and other kinds of riding on a Smoove** **Bike**

1. Fully accept all of these aspects of the Contract and bear all the responsibility on myself. I notified that when riding on Smoove should maintain distance from the rider in front of the instructor or group member at least 1 meter.
2. By signing this Agreement I declare that I am of legal age and fully understand the contents of the Contract. I was explained and fully understood all the instructions, and declare that I feel sufficiently prepared and can control the bike Smoove (hereinafter – Smoove). The state of my health allows me to safely control the bike Smoove.
3. I acknowledge that I am familiar with the traffic rules of the Republic of Kazakhstan. According to article 24 of the rules of the road Republic of Kazakhstan I will not take these opposing actions, namely:

riding without holding the handlebars, at least one arm;
2) transportation of passengers;
3) transportation of cargo;
4) towing other bikes;
5) leave the bike unattended without stating the Parking cable;
6) do not sit in a state of alcoholic or narcotic intoxication;
7) towing the trailer;
8) transportation of animals.
4. I declare that I assume all risk and liability for my actions or inactions during the trip (regardless of whether these acts or omissions intentional or unintentional or was the result of an accident), and for any damage to health and property that may be caused to me or to a third person and PF "Velocity.kz",
5. I agree that PF "Velocity.kz" and any of its employees and representatives do not assume liability for injury, failure, damage, breakage, and loss, and injuries caused to or by me, as a user of Smoove, to any third party during the test or group riding, excursions or any other type of riding Smoove, as well as for injuries sustained by the user of Smoove during a test or group riding, excursions or any other type of riding Smoove.
6. I declare that I am not under the influence of alcohol, drugs and medicines, and can securely control Smoove.
7. I am aware that pregnant women, and patients with epilepsy, diseases of the heart and nervous system are strictly prohibited to ride on Smoove.
8. If I am responsible for a third person, under 18 years of age, and under my permission, that person will go on Smoove, I fully accept all of these aspects of the Contract and all the responsibility upon himself.
9. I notified that when riding on Smoove I should maintain distance from the rider in front of the instructor or group member at least 1 meter and also from pedestrians, cars and other vehicles not less than 1.5 meters. I notified that should move behind the instructor, not overtaking it.
10. If my consent is free photography during the tour, I have nothing against the use by company "Velocity.kz" these photographs for promotional purposes.
11. Minors under 14 years are not allowed to use bikes Smoove.
12. Do not keep magnetic cards near metal objects (keys, coins, iron key chains, etc.), radios, mobile devices (tablets, cell phones, microwave ovens, etc.). Not following the above requirements, can lead to demagnetization of Rfid cards. The Deposit for the card in this case is not refundable.
13. I listened carefully and fully aware of the information provided in this Contract and in the Contract on the use of the system of hiring of urban bikes, and also aware of the possible risks of any activity on Smoove and agree with all the magnitude of liability when Smoove .

**Fullname**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Signature**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_