

General Terms & Conditions (GTCs) for nextbike Klagenfurt

GTCs | Status: March 2022

The General Terms & Conditions | GTCs apply to the use of nextbike Klagenfurt's bicycle rental system operated by IPAK- International Project Management Agency Klagenfurt on Lake Wörthersee GmbH¹ ("IPAK GmbH"). The software for the operation of the rental system is provided by nextbike² GmbH or on behalf of IPAK GmbH. Billing is carried out on behalf of IPAK by the payment provider Adyen (credit card, Apple Pay, Google Pay) or via nextbike GmbH via WorldPay (direct debit). The maintenance and servicing of the stations and rental bikes³ as well as the distribution of the rental bikes to the stations is carried out by Soziale Betriebe Kärnten GmbH on behalf of IPAK GmbH.

For nextbike partner systems in Austria (e.g. nextbike Niederösterreich/Burgenland, Serfaus, Stadtrad Innsbruck, WienMobil Rad) or other countries, the General Terms & Conditions of the respective partner apply.

The GTCs for the bike rental system nextbike Klagenfurt apply in the version published on the homepage <https://www.nextbike.at/en/klagenfurt/terms/>. By registering the customer⁴ accepts the GTCs in the respective valid version.

§ 1 Scope and subject of the General Terms & Conditions GTCs

1. IPAK GmbH hire rental bikes to registered customers in Klagenfurt on Lake Wörthersee and the surrounding area, as far as bikes are available.
2. The rental and the return of bikes is (depending on model) possible by telephone or smartphone app, by bike computer, by customer card or at a rental terminal. A registration by telephone or a telephone consultation by the customer service (except for damage reports) will be charged in addition to the regular telephone fees. Please refer to the price list at <https://www.nextbike.at/en/klagenfurt/information/>.
3. Individual agreements made orally, before or at the time of conclusion of the contract that deviate from the GTCs must be confirmed in writing to the customer by nextbike GmbH.
4. Contracts shall be concluded in the German language. In the event of any contradictions, the German version shall prevail.
5. An overview of the individual locations can be found online at <https://www.nextbike.at/en/klagenfurt/locations/> and in the nextbike app.

§ 2 Registration and Confirmation

1. The registration request (application for registration) is possible by telephone, online or via the smartphone app. By registering, the customer accepts the currently, valid GTCs. The customer must be at least 18 years old at the time of registration.
2. After disclosure of the relevant personal data to nextbike GmbH, nextbike GmbH shall decide on the acceptance of the application and conclusion of a customer relationship. Within the scope of examining the application, nextbike GmbH and IPAK GmbH are authorized to use the services of the payment partners World Pay and Adyen to check the creditworthiness of the applicant. The acceptance of the application shall be effected by activating the customer account.
3. On registration the customer will receive a personal identification number (PIN) with which he can log into the smartphone app and online customer account and conclude individual rental agreements (rentals).
4. Upon the successful completion of the registration, a framework contract is concluded between the customer, nextbike GmbH and IPAK GmbH. This enables the customer to use rental bikes from nextbike worldwide. However, the conclusion of the framework agreement shall not establish the right to conclude individual rental agreements (rentals) either for nextbike or for the customer.
5. Registration as a customer via Internet or smartphone app is free of charge. Registration by telephone is subject to a charge in accordance with the service fees (see § 9). For charged rentals a valid mean of payment must be provided prior to the bike-ride. For verification of the means of payment an initial credit with an amount of €1 will be debited and credited to the customer account which can be offset with prospective rental fees incurred during use. Nextbike GmbH and IPAK GmbH are entitled to charge rental fees on a regular basis. These fees can be found in the current price list at <https://www.nextbike.at/en/klagenfurt/prices/>.
6. The customer is obliged to inform nextbike GmbH or IPAK GmbH resp. immediately about any changes to his personal data occurring during the business relationship as well as any changes to data necessary for billing (bank details, credit card data, Apple Pay, Google Pay).

¹ IPAK GmbH is a project management agency, 90%-owned by the municipality of the provincial Capital City Klagenfurt on Lake Wörthersee and 10 %-owned by Tourismus Region Klagenfurt on Lake Wörthersee GmbH.

² The nextbike GmbH is an in 2004 established bicycle rental service with its headquarters based in Leipzig, Germany

³ The term rental bikes in Klagenfurt includes all nextbike bike types: nextbike Smart Bikes of the 1st generation (with fork lock on the front wheel and with on-board computer) and of the 2nd generation (with electronic lock on the rear wheel), nextbike e-bikes and nextbike e-cargobikes.

⁴ All references to persons shall apply to all genders.

§ 3 Beginning and Duration of Rental

1. The chargeable rental period of a bike begins with the provision of the code for the bike computer or when the bike is unlocked.
2. The customer shall inform nextbike GmbH of the intention to terminate the rental (in accordance with the formal requirements in § 8). Upon receipt of this notification of return by nextbike GmbH and the successful completion of the return process, the rental period ends as does the calculation of the travel costs for the customer. The return process is completed as soon as the customer receives the confirmation of the return. In the event of any problems the customer service (hotline: +43 463 537 3333) must be informed immediately.

§ 4 Rental Limits

1. In principle each registered customer with a valid means of payment may borrow up to four rental bikes at the same time on one customer account. The customer must ensure that the rental bikes are only used by cyclists who meet the requirements for use. The customer is obliged to ensure that the GTCs as amended are observed by other cyclists. The customer undertakes to indemnify and hold IPAK GmbH harmless for any disadvantages arising from the failure of other cyclists to observe the GTCs.
2. Individual arrangements with IPAK GmbH are possible and further subject to the availability of rental bikes.

§ 5 Terms and Conditions of Use

1. The rental bikes may not:
 - a) be used by persons under 16 years of age (unless accompanied by an adult)
 - b) be used to carry other persons, especially young children (Exception: e-cargo nextbikes (transport bikes): children up to the age of 7, in this case the children must be secured with the belt provided for this purpose).
 - c) be used for journeys outside Carinthia, unless IPAK GmbH gives its written consent
 - d) be used for the transport of highly flammable, explosive, toxic or dangerous substances
 - e) be used for participation in bicycle races or bicycles test events unless IPAK GmbH gives its written consent
 - f) be sublet to third parties. If a customer entrusts a rental bike rented by him to a third party for use, the customer must ensure that the third party observes the provisions of these GTCs in the same way a customer would. The customer shall represent the actions of the third party to nextbike GmbH or IPAK GmbH as if they were his own actions. If a rental bike from nextbike Klagenfurt is entrusted to a third party, particular attention shall be paid to the fact that the third party is over the age of 18.
 - g) be used in case of strong wind or stormy weather or other weather conditions which may affect cyclists' safety. It must be noted that the effects of weather conditions are felt more strongly by cyclists on the rental bikes than on normal bikes due to the mounted advertising signs.. Use in strong wind and stormy weather is therefore at the user's own risk.
 - h) be used by individuals under the influence of alcohol, medication impairing one's fitness to ride a bike or drugs
 - i) be transported in buses /local trains run by public transport authorities
2. The customer is obliged to observe the relevant laws and regulations, in particular road traffic regulations.
3. The rental bikes may not be ridden freehand ("no hands") at any time.
4. It is not permitted to use the bicycle basket of the rental bike in an improper manner, in particular to exceed the permitted load of 5 kg. Furthermore, when transporting objects, the customer is obliged to ensure that they are properly secured. (for e-cargobikes: loading boxes of transport bikes may be loaded with a maximum load of 70 kg).
5. It is prohibited to make any alterations or modifications to the rental bike or to secure the rental bike with a lock other than those provided by nextbike. In the event that any modifications are made, the customer shall bear all costs for the restoration of the original condition.
6. In the event of unauthorized use, nextbike GmbH or IPAK GmbH shall be entitled to block the customer's user data at any time and prohibit the customer from further use of the rental bikes.
7. The customer acknowledges that safe access to the rental station cannot be guaranteed in the event of frost or snow or outdoor temperatures below -5°C (in particular between 01.11. and 31.03.) or during the evening and night hours (especially between 8.00 p.m. and 6.00 a.m.).

§ 6 Condition of Rental Bikes

1. Before use, the customer must familiarize himself with the general functioning of the rental bike.
2. It is not possible for the service operator to check nextbike Klagenfurt's rental bikes and rental stations after every rental transaction. For this reason, the customer obligates himself to check the rental bike prior to each journey whether the rental bike complies with the provisions of the Road Traffic Act (StVO), in particular § 66, as well as with the provisions of the traffic rules and regulations for cyclists. Above all, the rental bike shall be checked for road safety, functional efficiency and visible defects, in particular the tightness of all safety-relevant screws, the condition of the frame, the tyre pressure and the functional efficiency of the light and the brakes.
3. If a technical defect occurs at the beginning or during use, which obviously impairs traffic safety, the customer shall notify nextbike immediately via the hotline +43 463 537 3333 and stop the use of the rental bike straight away.
4. Obvious defects such as damaged tyres/wheel rims or gear-shift defects as well as finding the bike unlocked must also be reported immediately via the hotline +43 463 537 3333.

§ 7 Parking of Rental Bikes

1. The rental bike must be parked in a designated bicycle rack (Exception: e-cargobikes, these are to be put back at PLUS-stations at the marked place and must not be pushed into a bicycle rack) at an official nextbike station and locked. If no stand is available, the rental bike shall be parked in plain sight next to an official nextbike station and locked. The customer obligates himself to observe road traffic regulations whenever he parks or leaves a rental bike and to ensure that the rental bike does not impair traffic safety, does not hinder other road users or damage vehicles and other objects.
2. The rental bike must, in particular, not be parked or left unattended:
 - a) at traffic lights or at traffic signs
 - b) on sidewalks which are reduced to a width of less than 1.50 m
 - c) on or at parking spaces, e.g. disabled parking space
 - d) in or in front of entrances/exits
 - e) in front of, in and on entrances/exits of utility providers (especially fire, police and ambulance services)
 - f) if this conceals stationary advertising of third parties
 - g) in/on outdoor areas (green areas, parks, backyards, fences, etc.) of public institutions and private houses
 - h) on railway platforms and at bus stops
 - i) on public bike racks
 - j) in buildings, courtyards or in vehicles
 - k) on tactile paving systems for the blind
 - l) at/in front of post boxes or parcel stations
 - m) in front of doors/gates or in their swivel range
 - n) at parking ticket machines
3. The rental bike must be locked correctly and securely even if the customer only parks it temporarily. Further details can be found at <https://www.nextbike.at/en/klagenfurt/fag/>.
4. Failure to comply with the parking bans listed in paragraphs 1-3 shall result in the charging of a contractual penalty of € 20 per contravention (see § 9 Service Fees). IPAK GmbH or nextbike GmbH expressly reserve the right to assert a claim for damages exceeding the contractual penalty.

§ 8 Return Regulations

1. The returning of rental bikes outside the official stations is **not** permitted.
2. The rental bike may be returned to any official station, considering road traffic regulations, clearly visible and locked.
3. Due to possible queries on the part of nextbike GmbH, the customer is obliged to be able to name the place of return for at least 48 hours after the end of the rental agreement.
4. The return process is complete as soon as the customer has received the confirmation of return from nextbike GmbH by telephone, by app or on the bike computer.
5. Problems with the rental or return must be reported immediately to the hotline (+43 463 537 3333) or via the nextbike app (at the latest 24 hours after rental). Subsequent reports and any associated recourse claims shall be deemed invalid.
6. The customer is obliged to inform nextbike GmbH about the end of the rental relationship by telephone, via Internet, by smartphone app or via the bike computer. In doing so the exact return location (station name or station number), date/time and bike-number must be given or (if the return is done automatically after closing the lock) the customer must use the app to check whether the automatic return was successful.
7. A service fee (see § 9 Service Fees) will be charged if the customer fails to return the rental bike to an official station, deliberately gives false information about the return location or does not lock the rental bike properly.

§ 9 Service Fees and Additional Charges

1. In the event of violation of the provisions of § 7 and § 8 the following service fees shall be charged:
 - a. Rental bike not locked or not locked properly: € 20
 - b. Own share in case of negligent theft: € 75
 - c. Damage caused by negligent use: depending on the materials and work involved.
 - d. If the return does not take place at an official station or is over 15m from an official station: € 20 plus € 3/per km for return transport to the next rental station. All rental stations can be found on the Internet (<https://www.nextbike.at/en/klagenfurt/locations/>) and in the nextbike app.
 - e. Loss and blocking of customer card: € 5
 - f. Reservation by telephone, rental and/or return directly through a customer service representative: € 2/per rental bike and transaction.
2. In addition, nextbike GmbH or IPAK GmbH shall charge the user any official fees that may be incurred.
3. In individual cases nextbike GmbH or IPAK GmbH reserves the right to collect service fees that correspond to the actual expenditure.
4. In the event of returned direct debits, nextbike GmbH or IPAK GmbH shall collect the bank charges incurred plus a processing fee of € 1.89/per returned direct debit.
5. The rental bikes may be reserved up to an hour before the start of the journey. A reservation deposit of € 1/ per reservation will be charged, which will be credited if the start of the journey falls within the reservation period.

§ 10 Liability of IPAK GmbH and nextbike GmbH, Customer Liability

1. IPAK GmbH or nextbike GmbH shall be liable to the customer in cases of intent or gross negligence on the part of IPAK GmbH or nextbike GmbH, a representative or an agent in accordance with the statutory provisions.
2. IPAK GmbH or nextbike GmbH shall not be liable for damage to items transported on the rental bike.
3. The use of the rental bikes is at the user's own risk. As servicing is not possible after every use, IPAK GmbH and nextbike GmbH are only liable for ensuring that the rental bikes are regularly serviced and are in a functional and roadworthy condition after servicing in accordance with the provisions of the Road Traffic Act (StVO).
4. IPAK GmbH and nextbike GmbH shall not be liable in the event of unauthorized and/or unlawful use of the rental bike, insofar as the unauthorized/unlawful use was the cause of the damage incurred. Unless the occurrence of the damage is due to intentional or grossly negligent behaviour on the part of the operator or the damage occurred independently of the unauthorized/unlawful use.
5. The use of the services of IPAK GmbH and nextbike GmbH is at the customer's own risk.
6. Damage caused by the customer shall be borne by the customer himself. The customer is responsible for taking out insurance against liability damage. The right of recourse of the liability insurer against the customer or the right of recourse of IPAK GmbH and nextbike GmbH against the customer for injury to reputation remain unaffected.
7. The customer shall be liable for all damage incurred from the start of the rental process, even after the rental period (for a maximum of 48 hours).
8. The customer shall be liable for all costs and damages resulting for IPAK GmbH and nextbike GmbH from a violation of the notification and co-operation obligations set out in these GTCs.
9. The customer shall be liable for the consequences of traffic violations or criminal offences committed by him during use. The customer shall be responsible for all costs arising therefrom and shall indemnify IPAK GmbH and nextbike GmbH from any claims by third parties.
10. The customer shall report the theft of a rental bike during the rental period immediately to nextbike GmbH (hotline: +43 463 537 3333) and to the responsible police station providing the number of the rental bike. The police report shall be sent immediately to IPAK GmbH and nextbike GmbH.

§ 11 Conduct in the Event of Accidents

1. In the event of an accident in which other persons besides the customer are injured or the property of third parties damaged, the customer is obliged to behave in accordance with road traffic regulations (in particular, the customer must stop immediately while taking the traffic situation into account, take safety measures and, if necessary provide first aid) as well as notifying the police immediately. Afterwards nextbike GmbH or IPAK GmbH must be informed about the accident by calling the hotline: +43 463 537 3333 and by e-mail: nextbike@klagenfurt.at.
2. Should the customer fail to comply with this duty of notification he shall be liable to IPAK GmbH and nextbike GmbH for any damages arising from the violation of this obligation.

§ 12 Use of the nextbike Klagenfurt Customer Card

1. The customer can order a nextbike Klagenfurt customer card during registration. For this, a fee of € 5 plus shipping costs will be charged. The nextbike Klagenfurt customer card is not transferable. In case of loss of the nextbike Klagenfurt customer card, the customer must have the card blocked in his own interest. It is possible to have the nextbike Klagenfurt customer card blocked at any time via the nextbike hotline: +43 463 537 3333.
2. Nextbike Klagenfurt customer cards are also available at the citizens' service office (city hall, Neuer Platz 1, 9020 Klagenfurt on Lake Wörthersee) during office hours. The nextbike Klagenfurt customer card as well as the STW (Stadtwerke) customer card can only be connected to a customer account that already exists. For this purpose, the nextbike Klagenfurt customer card (or the STW customer card) must be touched to the card reader⁵ on the rental bike and the telephone number as well as the six-digit PIN must be entered.
3. The nextbike Klagenfurt customer card simplifies the use of the rental bikes⁶ and allows you to borrow bikes via the card reader on the bike or on the electronic lock.
4. Nextbike Klagenfurt customer cards are not directly linked to rates.

§ 13 Confidentiality of Personal User Data

1. The customer must ensure that his personal user data, especially his personal password (six-digit PIN), is protected against unauthorized access by third parties.
2. Nextbike GmbH expressly points out that no employee of nextbike GmbH is authorized to view or request the personal password.
3. The customer may change his user data at any time and as often as he wishes.
4. Should the customer become aware of indications that his personal user data is being misused, he shall be obliged to inform nextbike GmbH immediately.

§ 14 Calculations and Prices

1. The customer obligates himself to pay the usage fees and charges arising from the rental(s).
2. The applicable usage fees are available at <https://www.nextbike.at/en/klagenfurt/prices/>.
3. Special rates (e.g. discount rate or monthly rate) are valid for 12/one month(s) resp. from the date of order and are automatically extended without prior notice for a further 12/one month(s) if they are not cancelled as stated in § 17 up to 4 weeks/one week before the rate expires. Discount rates only apply to the first bike per rental transaction.
4. If the customer cancels his customer account (cf. § 17 para. 1), the discount rate recorded in the system for this customer account will be cancelled at the next possible date. The right to extraordinary termination remains unaffected.
5. Cancellation of a special rate does not result in the automatic deletion of the customer account with nextbike GmbH. If this is desired, the customer may cancel his account according to the provisions in § 17 para. 1.

§ 15 Payment and Delayed Payment

1. The customer is obliged to pay the usage fees by credit card, Apple Pay, Google Pay or by direct debit.
2. For credit card, Apple Pay and Google Pay payments, an amount of € 1 will be debited after registration, regardless of the actual balance. This serves to verify the means of payment and will be credited as bike travel credit. In case of direct debit, € 1 will be debited to verify the customer account (initial credit) and can be used for all rates (takes 2-3 workdays). The exact balance of the customer account will always be debited.
3. The customer may change the means of payment registered in his customer account at any time. The means of payment always needs to be verified.
4. Should it not be possible to process a direct debit as a result of insufficient funds in the customer's account due to the fault of the customer or for other reasons for which the customer is responsible, nextbike GmbH or IPAK GmbH shall charge the customer for the additional expenses incurred (in accordance with the fees listed in § 9 Service Fees and Additional Charges) unless the customer is able to show that the actual expense occurred was lower. In individual cases nextbike GmbH or IPAK GmbH may also assert claims up to the amount of the actual expenses incurred.
5. Should a customer be in default, interest shall be charged at a rate of 5 percentage points above the respective baserate subject to the assertion of further claims for damages caused by default. Overdue fines in accordance with the additional administrative effort and expense will also be charged.
6. Should the customer be in default with his payments for at least two months or for an amount of at least € 15, nextbike GmbH or IPAK GmbH shall be entitled to declare due and payable immediately all further claims on the customer and to suspend the contractual services until the customer has satisfied all his payment obligations.

⁵ Depending on bike model

⁶ Not available on all rental bikes

§ 16 Billing, Rental Lists and Controlling

1. Nextbike GmbH or IPAK GmbH shall invoice the customer for fees according to the valid price list. The services shall be invoiced monthly. The completed usage processes (including information on cost and time) are accessible to the user in the respective customer account at <https://www.nextbike.at/en/klagenfurt/> (login) or in the nextbike app. This listing of all rental transactions does not include transactions invoiced extraordinarily which cannot be recorded automatically (e.g. fees or service charges arising from use of a bike in breach of contractual provisions).
2. Debiting occurs automatically. Nextbike GmbH or IPAK GmbH reserves the right to request customers to settle outstanding amounts in writing or by telephone.
3. Objections to debits in favour of nextbike GmbH or IPAK GmbH must be submitted in writing within 30 days of receipt of the invoice. Claims for repayment will be credited to the customer's account and offset against the next due payment, unless the customer instructs otherwise.

§ 17 Termination and Deletion of Customer Data

1. Both parties to the contract are able to withdraw the contractual relationship at any time with a two-week notice period. The right to extraordinary termination is not affected by this provision. Customers may cancel their customer accounts on the Internet at <https://www.nextbike.at/en/klagenfurt/> (in their personal customer profile) or by writing an e-mail to kundenservice@nextbike.de. Withdrawal in writing may also be sent by post to the following address: nextbike GmbH, Erich-Zeigner-Allee 69-73, 04229 Leipzig, Germany.
2. Special rates (e.g. discount rate) are linked to specific periods. Conditions for withdrawal of special rates are specified in § 14.

§ 18 Data Protection

1. Nextbike GmbH and IPAK GmbH collect, process, use and store customers' personal data as far as this is necessary for the provision of services offered by them, for the execution of the contractual relationship with the customer or for other legally intended purposes. Nextbike GmbH and IPAK GmbH are obligated to use this data exclusively in accordance with the Data Protection Act (DSG) and the General Data Protection Regulation (GDPR).
2. In the event of an administrative offence or criminal proceedings, nextbike GmbH and IPAK GmbH shall be entitled to pass on information about the customer to the authorities, to the extent necessary, in particular the customer's name and address.
3. For payment purposes nextbike GmbH or IPAK GmbH shall pass on customer-specific data to the payment provider for verification and further settlement of rental fees. After registration, the data is no longer visible to employees of nextbike GmbH.
4. Please refer to nextbike GmbH's data protection regulations (<https://www.nextbike.at/en/klagenfurt/privacy/>) for further information on personal data processing.

§ 19 Miscellaneous/Severability Clause

1. These GTCs shall be governed by Austrian law to the exclusion of conflict of law rules or private international law. For all disputes arising from the use of the services of the bike rental system and the use of <https://www.nextbike.at/en/klagenfurt/> or for all disputes arising in connection therewith, the place of jurisdiction shall be Klagenfurt on Lake Wörthersee, unless mandatory law provides otherwise, the customer has no general place of jurisdiction in Austria or the customer transfers his place of residence or main residence to a country other than Austria after conclusion of the contract or his place of residence or main residence is unknown at the time of filing of a complaint or if the customer is a registered trader or statutory entity of public law or has public special assets.
2. Unwritten agreements do not persist.
3. Severability clause: The legal invalidity of individual terms and conditions of these General Terms & Conditions shall not affect their overall validity. Should a provision of the GTCs be or become invalid, the validity of the other provisions shall not be affected. The invalid provision shall be replaced by a legally permissible provision, which is as close as possible to the meaning and purpose of the invalid provision.

Service hotline: +43 463 537 3333

E-mail: nextbike@klagenfurt.at

Website: <https://www.nextbike.at/en/klagenfurt/>

nextbike's partners in other countries (selection):

Austria: <https://www.nextbike.at/de/>
Croatia: www.nextbike.hr
Cyprus: www.nextbike.com.cy
Germany: www.nextbike.de
Great Britain: www.nextbike.co.uk
Latvia: www.sixtbicyscle.lv
New Zealand: www.nextbike.co.nz
Poland: www.nextbike.pl www.veturilo.waw.pl
Switzerland: www.nextbike.ch
UsedomRad: www.usedomrad.de

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