



EVROPSKA UNIJA  
KOHEZIJSKI SKLAD  
NALOŽBA V VAŠO PRIHODNOST



REPUBLIKA SLOVENIJA  
MINISTRSTVO ZA INFRASTRUKTURO



Občina Kamnik  
Glavni trg 24  
1240 Kamnik

Number: 354-0022/2025

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## **GENERAL TERMS AND CONDITIONS OF THE ACCESS AND USE OF THE KAMKOLO BICYCLE SHARING SYSTEM IN THE MUNICIPALITY OF KAMNIK**

### **1. SUBJECT OF THE KAMKOLO SYSTEM'S SERVICES**

**1.1** The KAMKOLO bicycle sharing system is a service provided by the Municipality of Kamnik. It offers public self-service access to and the use of bicycles. The system includes a network of stations with connected stands and bicycles.

**1.2** The KAMKOLO system consists of a network of stations for hiring bicycles in Kamnik.

**1.3** The terms used in the General Terms and Conditions have the following meanings:

- "the KAMKOLO system" – a bicycle sharing system;
- "General Terms and Conditions" – the General Terms and Conditions for sharing bicycles in the Municipality of Kamnik (the KAMKOLO system)
- "Provider" – Municipality of Kamnik, meaning the service provider and owner of the KAMKOLO system;
- "Manager" – the Kamnik Tourism, Sport and Culture Agency as the partial manager of the KAMKOLO system's services in the area of the Municipality of Kamnik;
- "User" - the customer or the person who uses the KAMKOLO system's services;
- "Contract" – the contract on using the KAMKOLO system, concluded by the User and the Manager.
- "Application" is the MICycle mobile application which provides an overview of the rental stations, its own use of the system and login to the system.

### **2. INTRODUCTORY PROVISIONS**

**2.1** The General Terms and Conditions define the conditions for the use of bicycles provided by the KAMKOLO renting system and include: terms and conditions, user support, and obligations of the Manager, Provider and User.

**2.2** The General Terms and Conditions apply to and are binding for all KAMKOLO system Users.

**2.3** The General Terms and Conditions bind the parties as contractual provisions in accordance with Article 120 of the Code of Obligations (Official Gazette of RS, Nos. 97/07, 64/16 – ord. US, 20/18). The General Terms and Conditions are published on the Provider's and Manager's websites and are annexed to the Contract.

**2.4** The Provider reserves the right to change or supplement the General Terms and Conditions. Unless otherwise specified, the amended General Terms and Conditions shall enter into force on the day following their publication on the Provider's website.

### **3. CONTACT DETAILS**

Provider: Municipality of Kamnik  
Glavni trg 24  
1241 Kamnik  
Telephone: 01/8318-100  
E-mail: [info@kamkolo.si](mailto:info@kamkolo.si)  
Website: [www.kamnik.si](http://www.kamnik.si), [www.kamkolo.si](http://www.kamkolo.si)

Manager:  
Kamnik Tourism, Sport and Culture Agency  
Glavni trg 2  
1241 Kamnik  
Telephone: 00386 1/8318-250, 00386 31/388-324  
E-mail: [tic@visitkamnik.com](mailto:tic@visitkamnik.com)  
Website: <https://www.visitkamnik.com>  
Opening hours: from 9.00 – 16.00 (opening hours are prolonged during the summer season)

System maintenance:  
Cult d.o.o., Tržaška cesta 77, 1370 Logatec  
in partnership with:  
Špica Šport prodaja in servis športne opreme Aleš Leben s.p.  
Ljubljanska cesta 4a  
1241 Kamnik  
Telephone: 00386 69/970-269

For additional information, help with registration and use of the KAMKOLO system, the User calls the following numbers: 00386 1/8318-250 or 00386 31/388-324.

In the event of theft, technical problems or damage to the bicycle, the User calls: 00386 69/970-269.

### **4. DEFINITIONS OF THE SYSTEM'S COMPOSITION**

**4.1** The service is comprised of a network of stations which consist of bicycle stands, bicycles and information terminals. The KAMKOLO system offers a self-service hiring of bicycles that allows users to hire bicycles at designated stations and use them in accordance with these General Terms and Conditions.

**4.2** The terminal has multiple functions:

- Identifying the user at the stand where the bicycle is located;
- Unlocking the chosen bicycle via the LCD touchscreen a card reader;
- The touchscreen and card reader are the interface through which the User identifies him or herself and communicates with the system;
- the card reader is a component on the terminal that allows Users to identify themselves with the user card; the reader is not physically visible, so the User has to approach the terminal or place the card on a designated location, thus allowing the system to identify it and with it the User.

**4.3** Each stand has space for one bicycle. The stands and bicycles are numbered.

## 5. SERVICE AVAILABILITY

**5.1** The use of bicycles in the KAMKOLO system is free of charge. Upon registration or starting his use of the system in the new calendar year, the User will be charged administrative costs related to the registration and log-in of users for the current calendar year (hereinafter: membership fee). To access the service, the User needs a valid Contract and a user card, which he receives upon successfully registering at the manager's headquarters. Rental is also possible via the mobile phone application.

**5.2** The Provider upkeeps the KAMKOLO system by being available 24 hours a day, every day of the year. The exception being force majeure. The system's operating time is reduced during winter months.

**5.3.** The Provider reserves the right to stop the system's operations in the event of major and extensive damage to the system, bicycles or components, and in the event of major technical defects. In the event of a system failure or termination of its use, the paid membership fee will not be refunded.

**5.4** The Provider and Manager are not responsible for possible occupancy or unavailability of bicycles at individual points of the KAMKOLO system.

In the event that the stands are occupied, the User has to ensure safekeeping of the bicycles, which means he or she has to take the bicycle to a station with a vacant lock. The latter can be checked via the mobile application or verified by the user at the terminal.

**5.5** After registering at the issuing site or mobile application, the User can use the KAMKOLO system every day of the week, taking into account the time limit of 14 hours in each calendar week. The calendar week begins on Monday at 00.00 and ends on Sunday at 24.00 (hereinafter: the week).

**5.6** The time availability for the weekly use of the system can be used continuously or the User can portion it out. If the User uses up the entire available time for the current week, the service is unavailable for the next calendar week, when the User's card is reactivated. Exceptions apply to persons who act contrary to the General Terms and Conditions.

**5.7** In the event that the User violates the General Terms and Conditions, the Provider or Manager has the right to refuse access to the KAMKOLO system for a certain period of time.

## 6. REGISTRATION

**6.1** The use of the KAMKOLO system requires User Registration. Partial registration can be made by Users at the terminal or via a mobile application.

- **registration at the issuing site:** The User receives the user data or the user card at the issuing site, where they also sign the contract (complete registration). The User can complete the registration at the issuing site with the system's Manager. Potential Users must conclude the contract by providing valid information confirmed by their signature. By signing, the User accepts these General Terms and Conditions.

- **registration via the mobile app:** The User enters his/hers details, and payment information in the MICycle mobile app. System Users use their valid username and password to log in to the app and to further access the system's services. By entering the activation code, the User confirms that he/she accepts the content of the contract and the general terms and conditions. registration

**6.2** The User undertakes that he or she will inform the Manager of any changes made to the information provided at registration within 8 days. This can be done at the Manager's headquarters, sent to his address by post or via e-mail.

Contact details are provided under section 3 of these General Terms and Conditions.

**6.3** The User must submit a valid identity document and tax number to the completed and signed Contract. The mobile phone number and tax number are part of the mandatory login information.

**6.4** With the approval of the complete registration and after payment of the membership fee has been made, the User receives user data or a user card at the Manager's headquarters. The User receives the PIN code for the KAMKOLO system on the provided mobile number.

## **7. USERS OF THE KAMKOLO SYSTEM SERVICES**

**7.1** A correctly completed Contract, a confirmed registration by the Manager and a PIN code enable the User to hire the KAMKOLO system's bicycles and return them to their designated stations in accordance with the General Terms and Conditions. Users who have registered via the app use their valid username (phone number) and password to continue accessing the system's services.

**7.2** Any persons above the age of 14 can become KAMKOLO system Users. For persons under the age of majority, a contract will be concluded to which the minor's legal guardian will be a party, in addition to the user. The minor and his/her legal guardian must both appear in person at the point of issue. The legal representatives of the minor user shall be liable for any damage caused directly or indirectly by the use of the service by the minor user.

**7.3** In the case of e-registration of minors, the user account is created by their parents or legal guardians. They are obliged to inform the Manager, provide their personal data and sign the contract.

**7.4.** In the case of an e-registration where a minor creates an account without the knowledge or consent of his/her parent or legal guardian, or where an account is created for a person under 14 years of age, the Manager shall immediately deny such User access to the system and further bicycle rental and may subsequently remove the User's account.

## **8. PRICES AND METHOD OF PAYMENT**

**8.1** To use the KAMKOLO system, the User is charged an annual membership fee according to the valid price list, published on the Provider's website ([www.kamkolo.si](http://www.kamkolo.si), [www.kamnik.si](http://www.kamnik.si)) and the website of the system's Manager. Price changes are valid from the publication of the change onward. The membership fee is paid for the current calendar year and is valid until the end of January the following year. Use of the bicycle is free.

**8.2** The membership fee is payed at the Manager's HQ in cash or by credit card or via the app.

**8.3. Ten (10) euros** will be charged for the re-issuing of the user card in case of loss.

**8.4** In the event of any failure of the system or termination of the use of the system by the User (also applicable in the event of a ban on the use of the system due to a violations of the General Terms and Conditions and the Contract), the amount of the membership fee paid will not be refunded.

## **9. USER OBLIGATIONS**

**9.1** The User is obliged to use KAMKOLO services with due care, diligence and prudence, and in accordance with the General Terms and Conditions.

**9.2** The User has to monitor the hired bicycle. The User is obliged to use the bicycle in a way that minimises the possibility of damage, destruction or disappearance of the bicycle.

**9.3** The User is obliged to return the bicycle within an acceptable timeframe for the current week. Upon its return, the bicycle must be carefully mounted to fit into the lock on the stand. The User must check carefully if the bicycle is locked, otherwise the system will not recognize the bicycle as returned.

**9.4** By signing the Contract, the system's User agrees to the General Terms and Conditions and agrees that, in the event of a breach of the General Terms and Conditions, the Provider has the right to charge the User in accordance with Chapter 12 of the General Terms and Conditions.

**9.5** If it has been determined that a bicycle has been used contrary to the General Terms and Conditions, the User has to return the bicycle immediately after being notified by the Manager or the Provider and cover any costs. Upon receiving three warnings from the Manager or the Provider, the User is denied access to the KAMKOLO system for at least two months, as well as the current calendar year for which the membership fee has been paid.

## **10. RESTRICTIONS ON USE OF SERVICES**

**10.1** The registered User is responsible for the user card and assumes the responsibility to comply with the General Terms and Conditions.

**10.2** The User of the KAMKOLO system's services must not lend, rent, give or use the card and PIN code in any other way than is specified in these General Terms and Conditions. Any such conduct shall be deemed to be a serious breach of the General Terms and Conditions. If a bicycle incurs damages while in use, the User is deemed responsible unless proven otherwise.

**10.3** The User has the right to use the bicycle in the proper manner and in accordance with the General Terms and Conditions.

Proper use particularly excludes the following:

- Using the bicycle contrary to the current legislation in the field of road safety;
- Use that may lead to damages to the bicycle or the system;
- Transporting a third party in any way;
- Using the bicycle in a way that may harm the User or a third party;
- Any improper use, damaging, dismantling or attempting to dismantle the stand, the whole bicycle, or any individual parts or devices thereof.

**10.4** The user who has a financial debt to the Provider (contractual penalty or other costs incurred due to improper use of the system) is denied access to the KAMKOLO system.

**10.5** The bicycle has been designed to carry the weight of 150 kg. The bicycle's basket has been designed to carry the weight of 8 kg.

## **11. RESPONSIBILITY AND STATEMENT OF THE CONTRACTING PARTY**

**11.1** The User is responsible for any and all damages that occur during the use of the bicycle.

**11.2** In the event that the bicycle is stolen during use, the User is obliged to immediately report the disappearance of the bicycle on the number 00368 69/970-269 and report the theft to the police within 24 hours. The User is fully responsible for the bicycle until the Manager receives a copy of the police report.

**11.3** In the event of an accident and/or an event involving the bicycle, the User is obliged to communicate the circumstances via the emergency number 00368 69/970-269. The User is responsible for the bicycle until the latter is not locked in the bicycle stand or until the bicycle is not physically returned to the Manager.

**11.4** As the User is responsible for the bicycle from the moment of hire to return, it is recommended that he or she inspects the most important parts of the hired bicycle before use, in particular the following:

- That the seat, peddles and basket are properly secured;
- That the bell, brakes, front and rear lights and reflectors are functioning properly;
- That the frame, tires and handlebars are in good condition.

**11.5** The Provider is not responsible for any injuries incurred by the User while operating the bicycle. Upon successfully hiring the bicycle, the User is responsible for all acts committed with the KAMKOLO bicycle and for all material and non-material damages incurred by a third party while the bicycle is in use.

**11.6.** The KAMKOLO system is used at the User's own risk.

## **12. SYSTEM DAMAGE AND VIOLATIONS OF THE GENERAL TERMS AND CONDITIONS**

### **Minor damages**

**12.1** In the event of minor damages to the bicycle and its parts resulting from general wear, the Provider does not claim any damages from the User if the damage was detected after the bicycle had been used.

### **Recurring damages**

**12.2** In the event that minor damages have been detected while the bicycle has been used by the same User in a short period of time, the Provider or Manager shall present the User with a written warning. In the event that the damage continues after the warning has been issued, the User is charged for the damages according to the valid price list of the authorized service technician, and is denied access to the KAMKOLO system until the end of the current calendar year.

### **Major damages**

**12.3** In the event of major and intentional damages to the system and damage to the system caused by the User's negligence, the Provider shall take appropriate action. The User will have to reimburse the cost of repairs according to the valid price list of an authorized service technician. Such a violation is also considered a serious violation of the general conditions. Accordingly, the User may also be denied access to the KAMKOLO system until the end of the current calendar year and a contractual penalty may be charged.

### **Bicycle theft**

**12. 4.** If the bicycle is stolen, the User is charged the full value of the bicycle in the amount of **1800 (one thousand eight hundred) euros** for e-bike and **900 (nine hundred) euros** for regular bike.

### **Violations of the General Terms and Conditions and contractual penalties**

**12.5** In the event of exceeding the weekly time limit (14 hours), or in the event that the User does not return the bicycle to the station (in accordance with section 9.3 of the General Terms and Conditions) after the expiration of the aforementioned time limit, the Manager reserves the right to:

- Instruct the User who has exceeded the time limit via telephone to immediately return the bicycle;

- block the User's access to the KAMKOLO system, if the bicycle has not been returned after 3 hours of receiving the phone call to do so;
- treat the bicycle as stolen after 14 hours of the blocked access to the system, the theft reported to the police within 24 hours of the blocked access and treated in accordance with the applicable legislation of the Republic of Slovenia;
- if the bicycle has been stolen, the User is charged the full value of the bicycle in the amount of 1800 euros for e-bike and 900 euros for regular bike;
- treat these cases as a serious breach of the General Terms and Conditions and deny the User access to the KAMKOLO system for the remainder of the current calendar year in accordance with these General Terms and Conditions.

**12.6** In the case of sharing access to the system (the User lends his user card, his username or bicycle to a third party, thus enabling the use of the system) the User is obliged to pay a contractual penalty of 100 euros and is denied access to the KAMKOLO system until the end of the current calendar year.

**12.7** The User who incorrectly locks the bicycle in the lock or does not lock it at all is punished by the Provider for irresponsible use of the system's bicycles with a contractual penalty of 150 euros. If bicycle is stolen due to the conduct specified in this paragraph, the User is liable for negligent handling and must also reimburse the damage in the amount of the value of the bicycle.

**12.8** In the event of inappropriate use of the bicycle, which includes transporting a third party on the bicycle, the User is obliged to pay a contractual penalty of 100 euros, and is denied access to the KAMKOLO system until the end of the current calendar year. In case of damage to the bike, the user is also charged for repair costs according to the valid price list of an authorized service technician.

**12.9** The rules set out in Chapter 12 and the prescribed sanctions are intended to ensure smooth operations of the KAMKOLO system and the accessibility of the system for other users.

**12.10** The User must pay the contractual penalty and other costs incurred due to improper use of the system within 8 days after receiving the invoice issued by the Provider. In the event that the User does not pay the penalty or other costs within the specified period, the Provider shall start an enforcement procedure.

### **13. PERSONAL DATA PROTECTION**

**13.1** According to the General Data Protection Act (GDPR), all Users have been informed that for the purpose of operating the KAMKOLO system and the enforcement of any legal claims, warnings and reminders, the Manager processes their personal data, which the Users have provided at the time of registration and which are necessary for the operation and use of the system. This data includes: name and surname, personal identification number, year of birth, permanent address, tax number, e-mail address, phone number, individual bicycle hiring data (which bicycle is at which station at what time).

The personal data is stored for one month after the expiration of the User's KAMKOLO system account.

The user agrees that the information communicated to the Manager within the framework of this contractual or business relationship is computerized and stored and processed by the Manager for the purpose of executing the Contract.

**13.2.** The handlers of personal data are the Municipality of Kamnik, Glavni trg 24, 1241 Kamnik and the Kamnik Tourism, Sport and Culture Agency, Glavni trg 2, 1241 Kamnik, while the contracted processors are:

- Cult d.o.o., Tržaška cesta 77, 1370 Logatec.
- Šolski center Velenje, Trg mladosti 3, 3320 Velenje.
- Špica Šport prodaja in servis športne opreme Aleš Leben s.p., Ljubljanska cesta 4a, 1241 Kamnik.

### **13.3. The User:**

- has the following rights concerning personal data relating to him: request for notifications, updates, corrections, processing restrictions, deletion, transferability, and objection (including the right to appeal to the Information Commissioner and the Judicial Protection of Rights).
- may at any time personally withdraw from the contract at the head office of the Manager or in writing, and must settle all the incurred costs and damages.

**13.4.** The Provider and the Manager undertake, in accordance with the law governing the protection of personal data, to process and store all personal data of the User that the Manager receives from him or her for the purpose of carrying out the activities of the KAMKOLA system in an appropriate manner, so that there will be no unauthorized disclosures to unauthorized persons, and will do so exclusively within the scope of the User's authorization and in accordance with the purpose of the acquisition. They commit themselves to:

- protect the acquired personal data in such a way that they respect the organizational, technical and logical/technical procedures and measures protecting personal data, prevent accidental or deliberate unauthorized destruction of data, their alteration or loss, and the unauthorized processing of such data in such a way as to: protect the premises, equipment and system software, protect the application software for processing personal data, prevent unauthorized persons from accessing personal data in its transmission, including transmission by telecommunications and other networks, provide an effective means of blocking, destroying, erasing or the anonymisation of personal data and allow for the subsequent determination of when an individual personal data is entered into the personal data database used or otherwise processed, who performed this, and do so for the period for which individual data is stored;
- ensure that any sensitive personal data involved in this processing are specifically marked and protected in such a way as to prevent unauthorized persons from accessing it;
- ensure that the premises in which the data carriers are located are protected by organizational and physical or technical measures which prevent unauthorized persons from accessing the data;

**13.5.** Users are aware that the bicycle renting stations are equipped with CCTV cameras. The handler of personal data from the video surveillance system is The Municipality of Kamnik, the contact details of which are listed in section 3 of these General Terms and Conditions, and the contracted processor is Fortim, varovanje d.o.o., Verovškova ulica 64 a, 1000 Ljubljana.

## **14. SETTLEMENT OF DISPUTES**

**14.1** The law of the Republic of Slovenia applies to these General Terms and Conditions.

**14.2** Any dispute concerning the execution, breach and consequences of these General Terms and Conditions will be settled by the Provider and User in a consensual manner. If this is not possible, disputed will be settled in court, which is real and territorially competent for the Municipality of Kamnik. The User and the Provider agree to settle any legal dispute through mediation.

## **15. CHANGES TO THE GENERAL TERMS AND CONDITIONS OF ACCESS AND USE**

**15.1** Users are notified about changes to the General Terms and Conditions via an SMS message or e-mail. These changes will also be published on the websites [www.kamnik.si](http://www.kamnik.si) and [www.kamkolo.si](http://www.kamkolo.si). Unless otherwise specified, the amended General Terms and Conditions shall enter into force on the day of publication on the Provider's website.



## **16. TAXES**

**16.1** All amounts include VAT.

## **17. CONSEQUENCES**

**17.1** The consequences of non-compliance with these General Terms and Conditions will be borne by the User.

**The Mayor of  
the Municipality of Kamnik  
Matej Slapar**

