

“RENT YOUR BIKE”

GENERAL CONDITIONS OF RENTAL SERVICE YEAR 2022

The lessee (customer) of bicycles or equipment of the company “Rent Your Bike” (lessor), who books, takes delivery of the bike and / or other equipment, accepts and agrees to comply with the terms and conditions stated on the recto and verso of this contract:

1) In order to be granted the rental of a bike and / or equipment, the customer must present a valid ID to the lessor. The bicycle and / or equipment must be returned according to the schedules previously agreed and / or posted on rental spots, in the same place where it was hired, unless otherwise agreed in writing. In the event of deliveries after-hours, the lessor reserves the right to apply extraordinary rates or may consider avoiding further charges in case of previous telephone notice. In case of cancellation later than 48 hours ahead of the scheduled rental time, the amount of one day of rental will be due as lump-sum reimbursement of the expenses incurred by the lessor (in case the rental period is longer than 1 day) or of half the due sum (in case of a single-day rental).

In case of cancellation on the same day of the scheduled rental, or in case the customer does simply not come to rent the bike(s) on the scheduled day without previous notice, the entire estimated sum will be due to the lessor.

2) Before taking possession of the vehicle and / or equipment, the lessee will have to pay according to the rates in effect at the time of the rental. The lessor may authorize payments on delivery or other deferments. Upon consignment, the parties will draft a summary return report containing the property description, as well as its condition.

3) For guarantee purposes, the lessee is required to deposit 1 or more ID document(s) prior to taking charge of the bike(s) and, possibly, a money sum as below specified _____ . This deposit shall not be confused with the rental payment.

4) At the time of consignment of the bicycle or equipment, the customer and the lessor shall verify their condition as well as their functionality. **By taking delivery of the bicycle, the client declares that he/she has previously checked and acknowledged it as mechanically efficient.**

5) The bike or the equipment must be used only as a means of transport and must be treated with caution, common sense and diligence; they are prohibited in competition, reckless manoeuvres and performances of any kind. The user must use the means in a way to avoid damaging it as well as its accessories.

6) The bike and/or the driver pick-up service (or the replacement of the bike) due to reasons not ascribable to the lessor will be charged according to the price list displayed in the shop.

7) It is prohibited to use the bicycles or the equipment for business purposes, nor is it possible a transfer of use to other parties.

8) The user must comply with the rules of the road, which he/she declares to be aware of. The lessor declines any responsibility in case of improper use of the vehicle and of infringement of the rules of the road.

9) **The use of the bike and / or equipment implies physical fitness and technical expertise of those who wish to lead it. Therefore, by hiring the bicycle the user claims to be endowed with adequate skills and appropriate expertise, without presenting any terms.**

10) Any fact, damage or injury resulting from the circulation and the use of bicycles and / or equipment is attributable to the user only. The client is therefore held responsible, during the use of the vehicle, for any damage caused to himself, to others, to things, to the bike and / or equipment. The lessor shall not be required any form of compensation.

11) **In case of damage and / or breakage caused to the rented vehicle, the user will have to compensate for the damage caused, which will be quantified by the lessor at the time of the return of the vehicle. This value depends on the hired bike type.**

13) In the event of bicycles and / or equipment theft, missing return or unrepairable damage, the user will have to compensate the damage by the agreed sum of € _____ / _____ (if not specified, by a sum equal to the value of the rented bike or equipment as new).

14) The use of bicycles is intended for adult people only, unless the minor is accompanied by an adult who takes responsibility for him/her.

15) The lessor may refuse the bicycle rental to people who are not deemed able to lead it (in accordance with Articles 186 and 187 of the Highway Code) or for other reasons and, in any case, at the discretion of the operator.

16) The signing of the rental agreement on the part of the user assumes knowledge and acceptance of the present regulation, rates, opening and closing hours of the rental service.

17) For disputes arising from relationships governed by these general conditions of rental, the competent Court is Asti (AT).

Lessor's signature and stamp

Date and lessee's signature
