



BIKE RENTAL AGREEMENT between:

"the Owner" Montepisano DMC di Timesis srl, Largo Shelley 20 San Giuliano Terme

and the "Customer"- "Renter"

Customer name/surname: \_\_\_\_\_

e-mail: \_\_\_\_\_ Telephone : \_\_\_\_\_

Holiday Hotel/B&B : \_\_\_\_\_

I.D. type \_\_\_\_\_ n° \_\_\_\_\_

The "Owner " agrees to rent to the "Customer- Renter" the following type of bike:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### TERMS AND CONDITIONS BIKE RENTAL

**Renting a bike or e-bike, means the Customer-Renter adheres to these Terms and Conditions.**

The Customer-Renter agrees and acknowledges that the activities for which the bicycle is designed can be dangerous and he/she assumes and accepts all risks associated with the usage of the bicycle. The Customer-Renter agrees that he/she will not make any claims or sue the Owner, or her employees, for bodily injury, or property damage.

#### **Bike(s) Collection & Payment**

The reservation will be valid after settling full on-line payment. The Customer-Renter will receive an e-mail with booking confirmation, invoice and instructions for the bike collection or delivery.

**The Customer-Renter will need to give the Owner a copy of ID and credit card details.**

**The rental of e-bikes, gravel bike and road bike requires a security deposit as follows.**

**E-MTB € 250, trekking bike € 200, city bike €100.**

The deposit amount will be held on the customer credit card until the bikes and its accessories are returned.

The Customer-Renter and the Owner will check the bike(s) together to ensure all is in good condition. The Customer-Renter should notify the Owner immediately, before leaving the shop, if there are any problems with the bike(s).



After having left the shop, the Customer-Renter is fully responsible for the bike(s) and will make sure he/she returns the bike in the same condition, apart from the normal wear and tear, at the shop of the Owner or other place previously agreed.

The customer will bring the bike(s) and/or accessories back within the agreed time as indicated on the booking agreement in case of delay in returning the rental bike, the Customer-Renter will be obliged to pay a penalty of €20,00 per every hour exceeded or €10 per every half hour exceeded.

When returning the bike / accessories the Customer-Renter and the Owner will check the bike(s) together for damages. In case there are damages that have not been caused by normal wear and usage of a bike, the Customer-Renter will have to pay the Owner for the damages. The damages will be valued by the Owner.

The Customer-Renter is responsible for any damages he/she caused to himself, to others, or to property while using the bike.

In case the Customer-Renter does not agree with the damages asked by the Owner, the Owner has the right to act according to general conditions and the compensation will be secured via the security deposit.

The Customer-Renter is obliged to take good care of the rented equipment and to protect from damage, loss or theft. In case of damage, loss or theft of the bicycle itself or components thereof, the Owner will charge the Customer-Renter the full cost of the missing items at market prices as written in our price list book.

Bikes are rented with a security lock and the customer is obliged to lock the bicycle/s or e-bike properly at all times when unattended, passing the lock through the frame and attaching the bike(s) to something fixed to the ground eg. a post or fence, if allowed, or a bicycle parking station. It is highly recommended to keep bike(s) secured at all times, especially during over-night rental.

### **Technical Assistance**

The Owner has some bike rental service points in case of emergency and he can suggest other place depending where you are. In case of Assistance the Customer has to inform the Owner and go where he suggest to be assisted. The Service Point will inform the Owner about the problem, the Customer will pay in advance for the assistance and the Owner will decide who is responsible to pay according to the problem verified from the mechanic.

The Owner never refund technical assistance if has not been agreed with him.

### **Cancellation**

In case the Customer-Renter needs to cancel a rental, the following cancellation policy will be applied:

cancellations until 15 days before the date of the rental service: € 5 for admin expenses;

from 14 to 7 days before the date of the rental service: 20% will be withhold from prepayment;

from 6 to 3 days before the date of the rental service: 50% will be withhold from prepayment;

from 48 h before or no show: 100% will be withhold.



### **Risks and Responsibilities**

Use of the bikes are only for people of 18 years or older, unless accompanied by an adult who takes full responsibility for any damages that may occur, both to the minor and other people/property involved.

The Customer-Renter and his/her group must respect Italian traffic regulations. Any ticket or fine due to incorrect use of the bicycle will be completely assumed by the Customer-Renter.

Therefore, when renting a (e-) bike, the Customer-Renter takes the full risk of responsibility and will not impute to the Owner any accidents, etc. This is valid for the Customer-Renter and those included in his/her group.

In case the Customer-Renter does not bring the bike(s) or accessories back within 24 hours after the agreed period, this will be considered theft.

The Owner may inform the Police. In case of theft of the bike and/or its accessories, the client will have to present the Owner with a copy of the denunciation from the Italian Authorities within 5 days of the date of theft and will be required to pay the full price of the bike and/or its accessories.

In the case that the bike(s) are found, the Customer-Renter will be reimbursed this payment.

**Those who rent an (e-)bike will be held responsible for any damages to the equipment provided by the Owner and will have to repay the damages.**

### **Data protection**

This contract is ruled by GDPR (General Data Protection Regulation) entered into force on 25<sup>th</sup> may 2018.

In order to process any bookings, we might need to collect personal data from the Traveler.

Depending on what's required, the personal data collected by to Organizer may include names and contact details, or sensitive personal data (credit/ debit card, disability or medical condition, dietary restriction which may). Any personal data will be used by the Organizer, or its collaborators, for administrative, or organizational reasons only, and will not be disclosed to any additional third parties, unless necessary for the correct execution of the contracts . Personal data are necessary for the correct contract execution.

Full GDPR rules are provided to the Traveler separately and also accessible in our website at the following link:

<https://www.montepisano.travel/en/privacy-policy/>

### Disputes

The contract is regulated under Italian law and any disputes that arise shall be governed by Italian law.

Customer has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

Customer Signature:

date