

- ❖ The Customer agrees to leave the Manager, until the end of the rental, a valid document as a guarantee.

CONDITIONS

- ❖ **The Customer is responsible for any children under 18 years of age** who will use the bicycles and accessories rented by him.
- ❖ **Bicycles and accessories are not covered by insurance. The Customer is responsible for any damage/theft to all rented equipment** and must pay for any damage upon return, referring to the "repair price list" found on the last page of this contract. The Customer must always keep the bicycles under control, even during stops. **The Customer is responsible for theft even if the bicycle is locked.**
- ❖ **The Customer has no liability or accident insurance coverage**. The Customer will be solely responsible for any injury to him or to anyone using the rented bicycles. Furthermore, the Customer will be responsible for all damage to people, property, animals, and anything else caused by him or by anyone using the rented bicycles. **The Manager will never be liable for compensation for injuries or damage to third parties, property, animals, or anything else. Customers must always wear a helmet while using the bicycles.**
- ❖ **The Customer declares that they will collect the bicycle and all rented equipment in perfect working order and maintenance**. Any damage must be reported and notified before the rental begins and listed on the following page. Furthermore, the Customer declares that they have received (from the Manager) and understand all the information for the correct and safe use of the rented e-bikes/bicycles.
- ❖ **No exceptional pick-up operations are foreseen during the rental period at times and locations other than those indicated in the contract.** However, the customer may request an exceptional pick-up operation during the rental period. The Manager will take care of the arrangements, always considering the possibilities and availability at the time. **The time and place for returning the bicycle must always be respected.** Failure to do so may result in an additional charge.
- ❖ **The Customer declares that he/she is able to use the rented bicycles** on all terrains, both uphill and downhill, and that he/she knows how to use the main components (brakes, engine and gearbox), without any reservations.
- ❖ **Common Sense.** The Customer must comply with the current Highway Code. The bicycle is to be used exclusively as a means of transportation and must be treated with care, common sense, and diligence to avoid damage to both the bicycle and its accessories.
- ❖ **By choosing a self-guided tour, we are not responsible for any unforeseen circumstances** (such as closed or blocked roads, traffic, poor terrain, etc.). The tracks provided are designed to best accompany you during your tour, however, minor inaccuracies or changes may occur along the route. For a more complete and safe experience, we recommend choosing a guided tour.

IMPORTANT

The Customer declares that he or she and any other persons using the rented bicycles or participating in the tour have no medical conditions or any other problems that could compromise their physical activity. THE CUSTOMER AND OTHER PARTICIPANTS ARE REQUIRED TO DECLARE ANY HEALTH PROBLEMS BEFORE THE START OF THE TOUR/RENTAL, and the Operator will decide whether or not to permit the activity.

GENERAL RENTAL CONDITIONS

- 1) **BIicycle CONDITIONS.** Bicycles and their accessories are returned in excellent condition. The Customer agrees to collect the bicycle and all rented equipment in perfect working order and maintenance. Any damage must be reported and notified before the rental begins and listed in the contract. If the Customer finds a problem with the bicycle after picking it up, he or she is required to immediately notify the rental company. In some cases, bicycles other than those described on the website "www.montepisano.travel" may be rented.
- 2) **DOCUMENTATION AND ADVANCE PAYMENT.** To rent bicycles, the Customer must present the Manager with a valid identity document, which will be attached to the contract and held until the end of the rental period as a guarantee. The Customer must pay the full rental cost in advance. However, they are required to pay, at the end of the rental period, any additional fees due for detention of the vehicle beyond the agreed-upon time, as well as any charges for damage or theft to the bicycle and its accessories. The Manager may ask the Customer to present a second document to ensure that their information is not false.
- 3) **PHYSICAL FITNESS AND DRIVING ABILITY.** To rent our bicycles, physical fitness and riding ability are required. By renting a bicycle, the Customer declares that he or she has adequate capacity and appropriate skills, without reservation. Use of the bicycle is reserved for adults, unless the minor is accompanied by an adult who assumes full responsibility for him or her. The Customer declares that he or she is able to use the bicycles on all terrains, both uphill and downhill, and that he or she knows how to use the main components (brakes, engine, and gears), without reservation. The Customer declares that he or she has received all necessary instructions from the Manager to use the bicycle.
- 4) **COMMON SENSE.** The Customer must comply with the applicable Highway Code. The bicycle is to be used exclusively as a means of transportation and must be handled with care, common sense, and diligence to avoid damage to both the bicycle and its accessories. Use of the bicycle in sporting events or for commercial purposes is prohibited, and it may not be transferred to other parties for use. Use of the bicycle to transport dangerous substances, illegal goods, people, or goods for payment is prohibited. Furthermore, the bicycle may not be ridden under the influence of alcohol, drugs, tranquilizers, sleeping pills, or other substances that could impair the rider's ability. The Customer is responsible for the bicycle and its accessories until they are returned to the Operator. The Customer is also responsible for any damage caused to themselves, the bicycle, people, animals, or property while using the vehicle. The Operator cannot be held liable for any form of compensation. It is prohibited to use bikes wearing flip-flops, slippers, or barefoot, or wearing clothing that is clearly unsuitable for sports. The Customer must always wear a helmet while using the bicycles.
- 5) **NO FORM OF LIABILITY OR ACCIDENT INSURANCE.** During the rental period, the Customer does not have any form of liability or accident insurance. The Manager declines any liability in the event of: injury to the Customer, improper use of the vehicle by the Customer, failure to comply with the Highway Code by the Customer, damage to persons, property, or animals by the Customer.
- 6) **DAMAGE COVERAGE.** Rented bicycles and accessories are not covered by insurance.
- 7) **OPERATOR'S CHECKS.** The Operator may carry out checks on Customers while they are using the bicycles and may request their return if it detects improper use. The Operator may refuse rental to persons under the influence of alcohol or drugs (pursuant to Articles 186-187 of the Highway Code) and for other reasons deemed valid by the Operator.
- 8) **DAMAGE TO BICYCLE AND ACCESSORIES.** Upon returning the bicycle and accessories, the Manager and the Customer will jointly inspect the bicycle and accessories for any damage. The Customer will pay for any damage, referring to the "repair price list" found at the end of the contract. The Customer may not perform any maintenance or repairs on the bicycle during the rental period. In an emergency, the Customer may visit a bicycle repair shop only after first notifying the Manager, who may accept or deny the request. If the Customer has the bicycle repaired at a shop (with the Manager's prior authorization), the cost of the repair will be borne by the Customer.
- 9) **IN CASE OF THEFT OR LOSS OF THE BICYCLE AND/OR ACCESSORIES.** In the event of theft or loss of the bicycle, the Customer must present the Manager with a copy of the report filed with the competent authorities and pay the amount of €1,850 (€800 for Gravel and MTB), which will be refunded only if the vehicle is found or recovered in excellent condition and working order. The Customer must park the bicycle locked with the padlock provided at the start of the rental and, in any case, take all precautions to prevent theft or loss, for which he or she will be held responsible in any case. In the event of theft or loss of his or her accessories, the Customer is required to reimburse the corresponding amount, referring to the "repair price list" found at the end of the contract.
- 10) **DELIVERY AND COLLECTION.** The delivery and collection locations must be the same, and must be indicated in the rental agreement. The Customer declares to be aware of the "delivery and collection price list" available on the bikesinfreedom.com website. The delivery and collection times for one or more days must be included in the contract and will be decided during the booking phase so that the Manager can accommodate the Customer's requests.
- 11) **BIicycle RETURN.** The Customer agrees to return the bicycle and accessories in the same condition in which they were received. The bicycle must be returned in accordance with the times and locations agreed upon in the rental agreement. The bicycle is considered returned only if returned directly to the Rental Manager with the return receipt countersigned on the rental agreement. Failure to return the bicycle without prior notification, or in any case without exceptional circumstances, will be considered a theft offense and will be reported to the Judicial Authorities.
- 12) **EXCEPTIONAL COLLECTION INTERVENTIONS.** The Manager is not required to carry out exceptional collection interventions outside the times and locations agreed upon in the rental agreement. Therefore, failure to do so cannot constitute a breach of contract. However, in the event of an emergency, the Customer may request assistance, and it will be in the Manager's interest to intervene based on current possibilities and availability.
- 13) **PUNCTURES.** The Manager undertakes to provide the Customer with a puncture repair kit. Before the rental begins, the Manager will explain to the Customer how to use the kit.

- 14) **FORCE MAJEURE AND RAIN** . The Manager assumes no responsibility for problems caused by force majeure that prevent, in whole or in part, the performance of the service, in the manner and timeframe agreed upon. In the event of rain and therefore the Customer is unable to enjoy the entire rental period, the Customer will not be obligated to pay any sum. If the rain prevents only part of the rental period, the Customer will be required to pay only for the actual rental period.
- 15) **REQUIREMENTS**. Bicycles can be used by people between 135 cm and 195 cm tall and with a maximum weight of 110 kg (80 kg for a child's bike). The minimum age to use e-bikes is 14 years old.
- 16) **REPLACEMENT BIKE**. In exceptional cases, bicycles other than those described on www.montepisano.travel may be rented.
- 17) **TERMINATION CLAUSE**. Violation by the Customer of even one article of these "General Rental Conditions" will entitle the Manager to terminate the contract with immediate effect and to seize the bicycle and accessories lent to the Customer.
- 18) **JURISDICTION**. The Court of Pisa has exclusive jurisdiction over disputes between the Manager and the Client.
- 19) **LIABILITY**. When compensation for damages is required, the Manager will only refer to the Customer who signed the contract, even if the rented bicycles are used by other people. This contract also applies to all other people who use the bicycles with or on behalf of the Customer who signed the contract. The Customer who signs the contract will also be responsible for children under 18 who use the rented bicycles and/or accessories.
- 20) **OTHER BICYCLE MODELS** . All the provisions of this contract also apply to the rental of bicycles other than e-bikes (such as MTBs, gravel bikes , road bikes , etc.).
- 21) **SELF-GUIDED TOUR**. By choosing a self -guided tour, we are not responsible for any unforeseen circumstances (such as road closures, traffic, poor terrain, etc.). The tracks provided are designed to best accompany you during your tour, however, minor inaccuracies or changes may occur along the route. For a more complete and safe experience, we recommend choosing a guided tour.

PRICE LIST FOR BICYCLE REPAIRS/THEFT - tire = max €35.00 - brake cable = max €25.00 - gear cable + adjustment = max €30.00 - rear derailleur = max €45.00 - front derailleur = max €40.00 - new chain = max €30.00 - wheel rim = max €50.00 - Replacement of 1 spoke = max €8.00 - Wheel centering = max €15.00 - Handlebar replacement = max €50.00 - Front brake disc = max €20.00 - Rear brake disc = max €20.00 - Gearbox command = max €40.00 - Brake lever = max €40.00 - Saddle = max €30.00 - Crank = max €40.00	- Front crown = max €45.00 - Speed sensor cable = max €40.00 - Speed sensor magnet = max €15.00 - Display = max €200.00 - Display controller = max €150.00 - Thru axle = max €45.00 - Theft or loss of bicycle = €1,850.00 E-Bike - €800 MTB and Gravel - E-bike battery charger = max €250.00 - E-bike battery = max €500.00 - Damage to the frame = max €50.00 PRICE LIST FOR REPAIR AND/OR THEFT OF ACCESSORIES - Helmet = max €15 - Front light = max €10 - rear = max €10 - Padlock + keys = max €8 - Smartphone bag = max €15 - Backpack = max €10 - Saddle padding = max €10 - E-bike battery keys = max €35
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