



# General Rental Conditions

## 1. Scope of application

The bike rent service is provided by Bike Academy GmbH in Davos (hereinafter referred to as Lessor) who is owner of the rental bikes. The rental conditions are an integral constituent part of the rental contract. When signing the contract, the lessee confirms that he has read the rental conditions and accepts these unconditionally.

## 2. Contractual relationships

The contract will be concluded between the customer and Bike Academy Davos GmbH.

## 3. Taking delivery of the bicycle

The lessee will take delivery of the bicycle in an operationally safe and clean state. Any complaints from the lessee must be notified to the lessor when the bicycle is handed over. The lessee must prove his/her identity by means of presenting an official document (passport, identity card, travel card, / price discount card, driver's licence).

## 4. Returning the bicycle

The lessee is obliged to return the vehicle to the lessor at the time of expiry of the rental period as stated in the rental contract and at the place specified in the rental contract during business hours. The lessee will be liable to pay the rental price for rental objects which are returned too late or to the wrong location as well as also any costs incurred as a consequence. The vehicle, as well as all accessories supplied by the lessor, such as for example, child seats, keys, bike helmets, etc. must be returned to the lessor in a fault-free condition upon return of the vehicle. The lessee will be billed in the case of loss of or damage to the accessories.

## 5. Extension of the rental period

An extension of the rental relationship is possible only with the approval of the lessor prior to termination of the current rental relationship. The lessor may refuse an extension without specifying reasons. The rental price will be re-calculated; the surcharge must be paid at the latest when returning the bicycle.

## 6. Minimum age of lessee

Children and adolescents must be accompanied by an adult. Rental bikes may only be handed out to children and adolescents under the age of 16 who are not accompanied by an adult with the written approval from their parents or guardian.

Due to legal regulations the minimum age for using an e-bike with a motor capable of speeds up to max. 25 km/h is 16 years (holders of a moped licence, 14 years).

## 7. Service and prices

The prices stated in the price list as published by the lessor in the brochure, which are valid at the time of the rental, shall apply inclusive of the terms and conditions for discounts stated in the price list. Printing errors will be excepted. Discounts will only be granted on presentation of the corresponding document proving identity. Discounts will be granted at the location and cannot be combined with other discounts.

## 8. Cancellation / Abandonment of the rental

Confirmed reservations may be cancelled free of charge up to 24 hours before the rental period commences. In the case of cancellations made less than 24 hours before the rental period commences, as also in the case of rentals which are not commenced, 100% of the rental price will be charged. Should the rental be abandoned the lessee will not have any claim to

reimbursement of the fee for the rental time remaining at the time the rental was abandoned.

## 9. Liability and Insurance

### 9.1 Liability insurance

Insurance is the responsibility of the lessee. With the conclusion of the rental contract, the lessee confirms that he/she has adequate cover for the risks which a ride with a bicycle or an e-bike entails. Liability will also apply to costs relating to damages, such as expert witnesses' fees; loss of value or loss of rental income.

### 9.2 Defects during the rental period

In the case of defects during the rental period, the lessee may exchange the bicycle at another rental station.

The lessee is, in all cases, responsible for the return of the bicycle to the nearest rental station.

### 9.3 Damages, theft and loss

The lessee is obliged to inform the lessor concerning any damages or losses which occur.

The lessee is liable for all damages to the rental object and its accessories during the rental period caused by falls, vandalism, forces of nature, manipulation, incurred during transport as well as also due to improper use or use in any manner other than that which was originally intended.

Customers will be directly charged at the rental station for costs resulting from minor damages and loss of materials as per the official Bike Academy price list.

The lessee will be liable for theft or loss of the rental object or the accessories during the rental period. The vehicle must, as a matter of principle, always be secured. In cases of loss the lessee will be charged the replacement value.

Should the lessee hand over the vehicle to a third party he/she will, as a matter of principle, be responsible for damages and consequential damages caused to the vehicle by third parties.

### 9.4 Accidents

Accidents and falls resulting in material damage must, in all cases, be reported to Bike Academy immediately. Should individuals be injured and/or third party material damages be incurred or a third party be involved as the possible (co-)causer, then the police must be involved immediately and an accident report must be completed. A copy of this report must be sent to Bike Academy.

## 10. Use / Bans

The lessee undertakes to comply with road traffic regulations and to use the bicycle appropriately and carefully.

The lessee is responsible for all damages caused to the rental object or third party objects as a result of negligence or improper use of the rental object. The following are not permitted: any form of wrongful use of the vehicle; transportation of one or more additional persons on the luggage carrier and/or riding over obstacles which could obviously cause damage to the vehicle.

The use of the rental objects for racing purposes is forbidden.

The use and wearing of the helmets is voluntary and at one's own risk. The lessor rejects any and all liability in this matter.

## 11. Applicable law and place of jurisdiction

This contract is subject to Swiss law. The exclusive place of jurisdiction is Davos Dorf (GR).

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