

## Rental Terms and Conditions for Group Excursion

### 1. Sphere of applicability

1.1 These Rental Terms and Conditions shall be applicable to the rental of bikes for groups which is offered by Rent a Bike AG.

1.2 The minimum number of participants is 10. If this number is not attained or fails to be met owing to cancellation, the costs for 10 bikes shall be charged.

### 2. Services and prices

2.1 The prices listed on the offer shall be valid.

2.2 Rent a Bike AG offers the rental of bikes, including transport of the same from the logistics centre to the desired location as well as return transport to the logistics centre. Any additional services such as transportation for participants, guide services for the group or the breakdown services are not included in the services of Rent a Bike AG.

2.3 All prices are understood to include VAT.

### 3. Conclusion of the agreement

3.1 The agreement between you and Rent a Bike AG shall be considered to be realised as soon as you have received the order confirmation from Rent a Bike AG.

3.2 These General Business Terms and Conditions shall be considered to be an integral component of the agreement.

3.3 We shall confirm the binding dates and times to you in writing. We request that you carefully review our confirmation upon its receipt and notify us of any discrepancies within 5 working days.

### 4. Payment

4.1 As the customer, you are obliged to promptly settle the agreed invoices.

### 5. Changes / postponements / cancellations

5.1 Changing the number of participants is possible upon a free-of-charge basis up to 72 hours before commencing travel.

5.2 It is possible to postpone your group trip upon a free-of-charge basis up to 72 hours before beginning the trip. Rent a Bike AG cannot guarantee that the bikes will be available at the later date that you request.

5.3 Cancellations shall be billed as follows:

Cancellation up to 3 days before commencing the trip	20 % of the total amount
Cancellation 1 to 3 days before commencing the trip	50 % of the total amount, min. CHF 300.-
Cancellation 0 to 1 day before the trip begins	100% of the total amount, min. CHF 300.-

**6. Choice of route and where to start/finish**

6.1 The customer shall precisely specify where the excursion will start and end and these places must be able to be reached by private transportation. The access roads must also be able to legally be travelled upon while pulling a trailer. Rent a Bike AG cannot guarantee that it can make delivery if the starting point or final destination is inaccessible.

6.2 The agreed starting and finishing times are binding. If the starting or finishing time is exceeded by more than 30 minutes, the excess time will be charged as follows:  
Per started hour: CHF 120.--

6.3 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.

6.4 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.

6.5 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. Liability / insurance**

7.1 Defects during the rental period: contact Rent a Bike or the maintenance person.

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

7.3 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.

7.4 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.

**8. Accidents**

Accidents and falls resulting in material damage must, in all cases, be reported to RaB 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 RaB.

## **9. Use / Bans**

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

9.2 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.

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

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

## **10. Complaints**

10.1 Rent a Bike AG shall be obliged to provide the bikes according to the agreed programme.

10.2 If the services rendered by Rent a Bike AG do not fulfil the specifications of the contractually agreed services, then the booking centre must be promptly notified. Any claims for reduction of the purchase price or reimbursements must be directed to Rent a Bike AG in writing within 30 days.

## **11. Applicable law and legal venue**

11.1 Exclusively Swiss law shall be applicable in the relationship between you and Rent a Bike AG.

11.2 The exclusive legal venue shall be Willisau (LU).