



Terms and conditions of the rental agreement for e-bikes for private use.

§1 Rental price, due date, advance payment

For the use of the rented e-bike during the agreed rental period, the renter is obliged to pay the entire rental agreed in the rental agreement, in cash, by EC card, via online payment, at the latest when the vehicle is handed over to BIKE POWER E-Bike. The rent includes 19% VAT.

§2 Rental period, binding dates

The renter picks up the rented vehicle from the rental company and returns it to the rental company, unless another location is agreed in writing or by online booking.

Cleaning costs of €25.00 will be charged if the vehicle is returned soiled.

Rental period: The rental period begins at the beginning of the rental agreement under the Rental Dates section, regardless of whether the renter picks up the rented vehicle or not. It ends with the return date agreed in the rental agreement, without the need for notice. An implied extension of the tenancy according to §545 BGB is excluded.

Delay, compensation for use: If the renter does not return the vehicle on the agreed date after the end of the rental relationship, he is obliged according to § 546a BGB to continue to pay the rental price in the agreed amount for the duration of the delay in return and, if necessary, to compensate for any damage caused as a result.

ATTENTION: In the event of a delay, there is no insurance cover beyond the originally agreed rental period. The risk in this case lies with the tenant.

Cancellation fees: In case of non-compliance with reservations, the following cancellation fees are due: 5 days before the start of the rental period, 50% of the rental price, 2 days before the start of the rental period 100% of the rental price. The cancellation fees are also due in the event of cancellation due to circumstances on the part of the tenant or circumstances over which the landlord has no influence, such as bad weather.

§3 Obligations of the landlord

The lessor provides the renter with a roadworthy and carefully maintained vehicle. Excluded are vehicles that are not intended and approved for road traffic (MTB, road bike, etc.). If a repair becomes necessary during the rental period to ensure the operation or roadworthiness of the vehicle, the lessor must do so immediately. The lessee may only commission premises other than those of the lessor for repairs with the consent of the lessor; otherwise, the tenant shall bear the costs of the assignment, as well as any resulting costs due to consequential damages.

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§4 Obligations of the tenant

The rental price is based on the agreements made in the rental agreement.

The rental company may require a deposit from the renter before handing over the vehicle. The lessee must treat the vehicle with care and within the scope of the usual use for such vehicles. He must comply with all relevant regulations and technical rules for use in order to avoid damage. The lessor remains free to terminate the contractual relationship prematurely at any time in the event of improper use of the vehicle and to demand its surrender, without the lessee's obligation to pay the rental price for the period of non-use of the vehicle being waived.

The vehicle must be secured against theft by the renter with the lock provided by the lessor. When the vehicle is not in use, it must *always* be connected to a fixed object with this lock. When transporting the vehicle, the lessee must ensure that it is properly secured. A transfer of the vehicle by the renter to third parties is not permitted. The renter is not allowed to make any modifications of any kind to the vehicle. In the event of loss or total loss caused by the renter, the rent must be reimbursed for the value of the vehicle to be assessed by the lessor. The lessee must immediately notify the lessor of all defects and damage to the vehicle. If no such notification is made, the tenant shall be liable for all further costs incurred as a result of the non-notification, in particular personal injury and property damage to third parties. In the event of theft, theft of parts and vandalism, the tenant must immediately inform the landlord and file a complaint with the police. Without a complaint, there is no entitlement to submit the claim to the insurance company. The vehicle may not be driven if the driver is unable to drive the vehicle safely due to alcoholic beverages or other intoxicating substances.

§5 Liability of the landlord

The landlord (i.e. himself and his employees) is liable, apart from the breach of essential contractual obligations, only for gross negligence (i.e. for intent or gross negligence).

§6 Liability of the tenant

The renter is liable according to general liability rules if he damages the vehicle or commits any other breach of contract. The insurer is exempt from liability in these cases. In particular, the lessee must return the vehicle in the same condition as he took it over, except for dirt and wear and tear in the course of normal use. The liability of the tenant also extends to damage costs such as expert costs, depreciation or loss of rent costs, as well as personal injury and property damage to third parties if the tenant is the cause. Fines or other consequences of traffic violations are to be borne by the tenant.

§7 Statute of Limitations

For claims for compensation by the lessor due to alteration or deterioration of a vehicle, the short limitation period of 6 months – calculated from the time of return of the vehicle – applies in accordance with §558, 225 BGB, unless the lessee has concealed a change or deterioration.



§8 Insurance

The vehicle is insured with ENRA verzekeringen by Zweigniederlassung Deutschland, Novesiastr. 7, 41564 Kaarst. The scope of coverage depends on the coverage specified in the rental agreement. The vehicle is insured without accessories.

Theft Basic: The vehicle is insured against theft, theft of parts and vandalism. As mentioned in §4, the vehicle must *always be* attached to a fixed object. Simply *locking the vehicle is not sufficient, even in enclosed rooms.*

Premium rental protection incl. pick-up service: The vehicle named in the rental agreement is insured against theft (see above) and fall damage. In the event of fall damage, the insurer will cover the cost of materials. The pick-up service can be used on the road during the following events:

Damage or theft, failure of the engine / motor support due to a defect, mechanical defect e.g. due to chains or frame breakage, puncture or accident/fall. To activate the service, the pick-up centre must be contacted by telephone. The tenant receives the required phone number from the landlord. In the event of one of the above-mentioned events, the costs incurred in transporting the object from the scene of the accident to the starting point of the day's trip are insured with a limit of 80 km. The transport can only be organized via the aforementioned pick-up service center. The costs of transporting a fellow passenger are also insured. There is no deductible for this service, but costs for empty runs caused by the renter may be charged to the renter.

9§ Deductible

The tenant has a general deductible of €300 per claim. This is to be paid directly to the landlord.

§10 Place of jurisdiction

The place of fulfilment and jurisdiction for both parties is the place of the lessor.

§11 Data protection

The landlord undertakes to protect the tenant's data in accordance with the law. The data may be passed on to the insurer for the purpose of taking out the insurance and in the event of a claim. At the request of the insurer, the tenant will receive information about the data stored about him/her.

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