

TERMS & CONDITIONS OF ELECTRIC BIKE HIRE – ROCK FARM ECOTOURISM LIMITED

I. THE BICYCLE AND ITS USE:

1. By accepting the hired bicycle, the hirer acknowledges that the bicycle and its accessories are in a roadworthy, drivable, fault-free and clean condition.
2. The hirer may only use the bicycle with due care and attention and in conformance with the legal regulations, in particular those concerning the road traffic regulations. The hirer may not ride away from paved paths and may use the bicycle only for the intended purpose.
3. The bicycle may only be ridden by the hirer.

II. HIRER'S OBLIGATIONS:

1. The hirer undertakes to treat the bicycle with care and in conformance with the technical rules and to park it only at safe locations with it being locked. Outside enclosed spaces, the bicycle must be secured by fastening it to an immovable object (fence, lamppost, etc.).
2. The hirer undertakes to alert the hire company to any defects that might have occurred when returning the bicycle.

III. REPAIR:

1. Should a repair become necessary, the hire company shall bear the cost (this does not cover damage due to wear and tear, see section 2.), as long as it has been caused neither by inappropriate treatment by the hirer or through his or her fault. Should the hirer be at fault, the hirer will bear responsibility. If the weight limit is not observed, the hirer shall bear the repair cost.
2. In the event of damage such as damage to an inner tube or tyre, broken spokes, damage to gear shift equipment incl. cables etc., the hirer shall bear the costs involved.
3. Before a repair is carried out in an external workshop in the event of bicycle defects, **Rock Farm Ecotourism Limited** must be informed immediately, otherwise **Rock Farm Ecotourism Limited** reserves the right not to reimburse the cost. Should any defects occur on the hired bikes, we do not accept any liability for consequential damage such as hotel costs, taxi and rail travel costs, pick-up service, telephone costs, etc.

IV. ACCIDENT/THEFT:

The hirer is obligated to inform the hire company immediately if the bicycle has been involved in an accident or has been lost through theft. In the event of an accident, the hirer must provide the hire company with a detailed written report accompanied by a sketch. The accident report must in particular include the names and addresses of the persons involved and of any witnesses as well as the registration numbers of any vehicles involved. [2/2]

V. LIABILITY:

1. The hirer is only liable for premeditated activity or gross negligence.
2. The hirer must return the bicycle in the same condition in which he or she received it.
3. The hirer is liable for any culpable damage to the bicycle and for infringing his or her contractual obligations. The hirer must then also cover the incidental costs involved.
4. If a third party pays the hire company for the damage, the hirer is released from his or her liability to pay damages.

VI. RETURN OF THE BICYCLE:

1. The hirer must return the bicycle to the hire company at the agreed location by the end of the agreed rental period at the latest, and this must be during the hire shop's business hours. Should the return be effected outside the business hours, this shall be at the hirer's risk.
2. Any extension to the hire period requires the hire company's consent before the end of the rental period.
3. If the bicycle is not returned by the deadline, the hirer must pay the hire company the daily hire rate for each partial day and reimburse it for any additional loss.
4. The hire company is entitled to complain to the hirer about any deficiencies for which the hirer is liable within three working days from the return of the bicycle.

VII. CANCELLATION FEES:

If a reservation is not taken up, the following cancellation fees become due: 30 days before start of the hire period 25 % of the hire cost; 14 days before start of the hire period 50 % of the hire cost; 7 days before start of the hire period 90 % of the hire cost. Cancellation fees also become payable in case of bad weather. Please note that an administrative fee of EUR 15.00 will become payable on principle in the event of a cancellation. In the event of a cancellation of the pick-up service at very short notice (10 days before start of hire period), reimbursement is no longer possible, since this pick-up service is provided by a sub-contractor. In case of an early return of the bicycle there is no prorated refund of the rental price. The hirer is at liberty to prove to **Rock Farm Ecotourism Limited**, that no or only significantly less damage has occurred through the cancellation than the value of the demanded flat fee.

VIII. SECURITY DEPOSITS:

Security deposits will be reimbursed via PayPal within 30 days from return at our rental station or at the agreed hotel.