



Rent a Bike AG  
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## **General Terms and Conditions of Rent a Bike AG for long-term rentals**

### **1. Scope of application**

These GTC apply to long-term rentals by Rent a Bike AG with a rental period of one month or more.

### **2. Formation of the contract**

Rent a Bike AG (hereinafter referred to as the Rental Firm) rents out bicycles or e-bikes of various brands to the Client (hereinafter referred to as the Hirer). These are the property of Rent a Bike AG. The rental contract is concluded between the Lessor and the Hirer. The contract comes into effect upon acceptance by the Lessor and after verification of the entitlement to subscribe.

### **3. Content of the contract**

The rent includes the costs for the use of the vehicle according to the contract period.

### **4. Duration**

#### **4.1 Fixed contract duration**

Long-term rentals can be made for a period of 1-12 months. The rental fees accrue according to the selected rental period and are to be paid in full in advance (before taking over the e-bike/velo). The contract ends after the fixed contract period has expired.

#### **4.2 Contract extension**

The contract can be extended by a maximum of 12 months at a time, up to a maximum rental period of 3 years.

The right to terminate the contract in accordance with Clause 14 is reserved.

### **5. Rent**

#### **5.1 Payment deadline**

The rent is payable in advance. The tenant can choose between the following payment options:

- Cash payment
- Debit card/Postcard

#### **5.2 Cancellation / Termination**

Cancellation is free of charge until receipt of the written confirmation of the reservation (reservation confirmation booking system Rent a Bike). Cancellation or non-arrival of the booking after written confirmation will be charged with 20% of the total rental amount. In the event of cancellation, there is no entitlement to reimbursement of the remaining rental period not used.

#### **5.3 Default of payment**



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The tenant shall be in default without a reminder if payments are not made as agreed. From the due date, interest on arrears of 5% is owed on the amount due. If the tenant is reminded due to a delay in payment, CHF 20.00 will be charged for each reminder. All other expenses incurred in connection with the collection of debts due shall be borne by the tenant. In any case, the lessor has the right to confiscate the vehicle or have it confiscated in the event of non-payment.

#### **5.4 late return**

If the vehicle is returned late, a fee in the amount of one month's rental according to the selected vehicle category will be charged per month or part thereof.

### **6. Maintenance and repairs**

#### **6.1 Maintenance obligation**

The hirer is obliged to comply with all necessary measures to maintain the guarantee and warranty claims and to carefully maintain and care for the vehicle.

#### **6.2 Included services**

Repairs, the annual service as well as the reinstatement after the end of the rental period shall be borne by the Lessor.

Damage caused by excessive or improper use or insufficient maintenance during the tenancy will be charged to the tenant.

Minor maintenance during the tenancy shall be borne by the tenant.

### **7. Liability insurance and protection package**

#### **7.1 Liability**

For vehicles with electric pedal assistance up to 45km/h, compulsory third party insurance is included in the price.

In the case of e-bikes (motor assistance up to 25 km/h) and bicycles that are not subject to registration, it is the responsibility of the renter to take out liability insurance.

#### **7.2 Protection package**

##### **7.2.1 Included services**

Included in the rental price is a comprehensive protection package covering the following damage/incidents:

- unforeseen and sudden damage and destruction of the rented bike as a result of an accident or fall during use.
- Damage, destruction or loss of the rented bike as a result of attempted or completed theft.

Damage due to excessive wear and tear (wear and tear) or due to lack of maintenance is expressly excluded from the protection package and shall be borne by the tenant in accordance with section 6.1 above.



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### **7.2.2 Deductible**

The following deductible will be applied in the event of a claim:

- Accident events: 10 % of the damage costs, but at least CHF 100.00 per event
- Theft incidents: CHF 500.00 per event

## **8. Assistance**

In the event of a breakdown, the renter can make use of the included assistance. Restrictions on the riding ability of the insured bike as a result of a breakdown, an accident or an empty battery are covered.

A breakdown is defined as a mechanical or electrical defect of the insured bike, where the continuation of the journey is not possible or not permitted by law, as well as key breakdowns (the lock fitted cannot be opened properly or the key or the lock are damaged).

The following shall apply to the provision of these services:

- Assistance benefits are only provided if the bike is on a road accessible to emergency vehicles in Switzerland or the Principality of Liechtenstein at the time of the Assistance event.
- Insofar as a repair is possible at the location of the Assistance event, only a repair at this location will always be provided.
- If no repair is possible at the location of the Assistance Event, a repair will always be carried out at the nearest repair workshop, provided this is possible within three hours. If no repair is possible within three hours, a repair can also be carried out at the original repair workshop. If neither the nearest repair workshop nor the original repair workshop is open, the bike will be transported to the current residence of the user of the bike.

In the event of an empty battery, a deductible of CHF 100 will be charged.

## **9. Liability of the landlord**

The Lessor accepts no liability towards the Hirer or third parties for accidents or damage occurring during the rental period. Likewise, the Lessor shall not be liable for damage that occurs as a result of defects in the vehicle, insofar as this is legally permissible. The statutory warranty provisions and warranty services of the vehicle manufacturer remain reserved.

The hirer is entitled to a replacement vehicle if the hired vehicle has been stolen or is permanently unroadworthy, provided the hirer is not at fault. The rent remains due until the expiry of the contract.

## **10. Liability of the tenant**

### **10.1 Compliance with the legal requirements for the use of e-bikes and S-pedelegs**

The renter must ensure that the e-bike provided under the contract is used in accordance with the law. In particular, the minimum requirements regarding age and driving licence must be observed and compliance with these must be ensured.

According to Art. 18 of the Ordinance on Technical Requirements for Road Vehicles (VTS), the following rules apply to driving e-bikes:



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- E-bikes up to 25km/h are considered light motorcycles and may be ridden without a driver's licence from the age of 16. From 14 - 16 years, a driver's licence cat. M is required. Under 14 years of age, the use of an e-bike is prohibited in any case.
- S-pedelecs with an assistance of up to 45km/h are considered motorbikes. They may be ridden from the age of 16 and with at least a category M (or higher) driving licence.

Rent a Bike AG declines all liability arising from non-compliance with these regulations.

## **10.2 Further obligations for use**

The renter is obliged to use, store and lock the vehicle in a careful manner, to observe all legal regulations associated with the possession, use or maintenance of the vehicle, and to follow the manufacturer's recommendations for maintenance, care and use.

The tenant is obliged to comply with all necessary measures to maintain the guarantee and warranty claims.

The Hirer shall be liable for all fines incurred in connection with the use of the vehicle, such as driving the vehicle by an unauthorised driver, disregarding driving bans, using the vehicle for a prohibited purpose and other possible penalties for which the Rental Firm is held liable, unless they are caused by the fault of the Rental Firm.

The hirer may not make any changes to the vehicle that cannot be removed with little effort and without leaving permanent traces. After termination of the rental contract, the Hirer is obliged to restore the vehicle to its original condition at his or her own expense. If this is not done, the lessor may have the vehicle restored at the lessee's expense.

The hirer's attention is expressly drawn to the temperature sensitivity of the batteries belonging to the vehicle. The Hirer is obliged to store the vehicle with the batteries in accordance with the manufacturer's specifications at all times so that there is no risk of temperature damage.

## **11. Return of the vehicle**

### **11.1 Return to the issuing point**

Upon termination of the contract, the Hirer shall immediately return the vehicle to the issuing office. If this obligation is not fulfilled, the Lessor is entitled to collect the vehicle or have it collected by a representative at the Lessee's expense upon termination of the contract.

### **11.2 Condition of the vehicle**

The vehicle is to be returned cleaned, in fully functional condition and with all accessories such as keys, operating instructions, etc. A corresponding checklist will be provided to the renter.

## **12. Maintenance and repair work**

The tenant shall go to the service partners named by the lessor for maintenance and repair work.

## **13. Disposal of the vehicle**

The vehicle may not be sold, pledged or encumbered with the rights of third parties.



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The Hirer is obliged to grant the Rental Firm or its agents access to the vehicle during normal business and operating hours or at reasonable times of the day.

#### **14. Early termination of the lease**

The Lessor may terminate this contract for important reasons at any time with immediate effect. The following events in particular are deemed to be important reasons: a) if the lessee is in default of payment obligations arising from this contract for at least three months, either in whole or in part, despite a reminder with the threat of legal consequences and the setting of a grace period of 14 days; b) if the lessee breaches essential contractual provisions, in particular in accordance with clauses 6 to 8 c) in the event of destruction, loss of the vehicle or complete destruction (repair costs exceeding the value of the vehicle). In this case, the residual investment value of the vehicle will be charged to the Hirer. d) in the event of the death or incapacity of the Hirer; e) in the event of the discontinuation of business operations, relocation of the registered office or place of residence of the Hirer outside Switzerland.

#### **15. Change of address**

The tenant shall notify the landlady in writing without delay of any changes of name, place of residence or registered office. Until such notification, declarations by the Lessor may be sent with legal effect to the address last verifiably notified by the tenant.

#### **16. Privacy policy**

Rent a Bike and its contractual partners undertake to process the personal data only within the scope of the order and not to pass it on.

Rent a Bike and its contractual partners are responsible for maintaining the confidentiality of the persons involved in data management and processing and ensure that no one can gain unauthorised access to personal data.

#### **17. Place of jurisdiction**

Any legal disputes arising from this contract shall be subject to the jurisdiction of the courts of Willisau. Swiss law is applicable.

*Willisau, 3 January 2023*