



Rent a Bike AG Terms & Conditions for long-term rental

1. Scope of application

These General Terms and Conditions apply to the long-term rentals of Rent a Bike AG with a rental period of one month or more.

2. Conclusion of the agreement

Rent a Bike AG (hereinafter referred to as the Rental Company) rents bikes or e-bikes of various brands to the customer (hereinafter referred to as Customer). These are the property of Rent a Bike AG. The rental agreement is concluded between the Rental Company and the Customer. The agreement enters into force once accepted by the Rental Company and after the entitlement to draw payment has been checked.

3. Content

The rent includes the costs for the use of the vehicle in accordance with the term of the agreement.

4. Term

4.1 Fixed term of agreement

Long-term rentals can be arranged for a term of 1–12 months. The rental fees accrue according to the selected rental term and must be fully paid in advance (before the transfer of the bike/e-bike). The agreement ends upon expiry of the fixed term.

4.2 Term extension

The agreement can be extended each time by a maximum of 12 months, up to a maximum rental term of three years. Extensions after 12 months include servicing.

5. Rental costs

5.1 Payment term

Rental costs must be paid in advance. The Customer can select from the following payment options:

- Cash
- Maestro/Postcard

5.2 Termination

Termination is free of charge until receipt of written confirmation of the reservation (Inbooma system confirmation). After written confirmation has been received, termination or non-appearance will be charged at 20% of the total rental costs. If the rental is broken off prematurely, the Customer is not entitled to reimbursement for the unused remaining rental time.



5.3 Default of payment

The Customer shall be in default of payment even without a reminder should payments not be made as agreed. Default interest of 5% on the payable amount shall be owed from the due date. Should the Customer receive a reminder due to late payment, CHF 20.00 shall be charged for each reminder. All other expenses incurred in connection with the collection of due receivables shall be borne by the Customer. In the case of non-payment, the Rental Company shall have the right to collect the vehicle or have the vehicle collected.

5.4 Late return

Should the vehicle be returned late, for every month begun a fee in the amount of one month's rental shall be charged according to the selected vehicle category.

6. Maintenance

6.1 Maintenance obligation

The lessee is obliged to take all necessary measures to maintain the guarantee and warranty claims. All repairs must be carried out at a specialist dealer or at a Rent a Bike service centre. For the purpose of carrying out these recommended measures, the lessee shall bring the vehicle to a designated service partner at its own expense and collect it again, unless otherwise agreed.

6.2 Service flat rate

Optionally and for a monthly flat rate, the tenant can include wear and tear repairs and maintenance services. Excluded from this are services covered by the manufacturer's warranty and damage caused by improper handling or use.

Cleaning costs are not included in the service flat rate.

7. Insurance

7.1 Liability

For vehicles with electric pedal assist up to 45km/h, the obligatory liability insurance is included in the price.

For e-bikes that do not require authorisation (motor assist up to 25km/h) and bikes, liability insurance is the responsibility of the Customer.

7.2 Damage as a result of a crash, vandalism or theft

For an additional charge, the Customer can include in the rental a protection package covering damage as a result of a crash, vandalism or theft (excluding CHF 200 excess). Damage caused by wear and tear or as a result of poor maintenance are explicitly excluded.

8. Liability of the Rental Company

The Rental Company accepts no liability to the Customer or third parties for accidents of damages that occur during the rental term. Nor is the Rental Company liable for damages that occur as a result of a defective vehicle. The legal warranty requirements and warranty services of the vehicle manufacturer are reserved.

The Customer is not entitled to a replacement vehicle should the rented vehicle be under repair, stolen or permanently unfit to ride. The rental costs shall remain owed until the expiration of the agreement.



Rent a Bike AG
Steinmatt 1
CH-6130 Willisau
rentabike.ch

Telefon 041 925 11 70
Telefax 041 925 11 71
info@rentabike.ch
CHE-103.883.940 MWST

9. Liability of the Customer

The Customer undertakes to carefully use, safely store and lock up the vehicle, to comply with the legal regulations related to the use or maintenance of the vehicle, and to follow the manufacturer recommendations for maintenance, care and use.

The Customer undertakes to comply with all measures required to keep the warranty valid. All repairs are to be carried out by a specialist retailer or in a Rent a Bike service centre. For the purposes of carrying out these recommended measures, the Customer must at their own expense take the vehicle to a named service partner and pick it up again, unless otherwise agreed.

The Customer is liable for all fees, charges and fines arising in connection with the use of the vehicle, e.g. if the vehicle is ridden by an unauthorised person, use of the vehicle for a forbidden purpose and any other penalties for which the Rental Company shall be held liable, unless these are caused by the fault of the Rental Company.

The Customer shall be responsible for ensuring that their private household insurance is sufficient to cover the destruction, ruin or any damage to the rented vehicle as a result of theft or force majeure (fire, flood, vandalism, etc.).

The Customer may not alter the vehicle in any way that cannot be reversed with little effort and without leaving lasting marks. After expiry of the rental agreement, the Customer undertakes to return the vehicle to its original condition at their own expense. If the Customer fails to do so, the Rental Company may charge the Customer for the cost of restoring the vehicle to its original condition.

The temperature sensitivity of the vehicle's rechargeable batteries shall be expressly indicated to the Customer. The Customer undertakes to store the vehicle with the batteries in accordance with the specifications of the manufacturer so that there is no risk of temperature damage.

10. Returning the vehicle

10.1 Return at the issuing office

At the end of the rental agreement, the Customer shall immediately return the vehicle to the rental station. If this obligation is not fulfilled, upon termination of the agreement the Rental Company shall be entitled to collect the vehicle or have the vehicle collected by an agent at the Customer's expense, and to access the premises of the Customer in order to collect the vehicle.

10.2 Condition of the vehicle and return protocol

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

A return protocol will be signed upon return.

Any cleaning or repair costs as well as wear parts such as brake discs or tyres etc. will be charged to the customer.

11. Maintenance and repairs

The Customer shall go to one of the service partners named by the Rental Company for repair and maintenance work.



Rent a Bike AG
Steinmatt 1
CH-6130 Willisau
rentabike.ch

Telefon 041 925 11 70
Telefax 041 925 11 71
info@rentabike.ch
CHE-103.883.940 MWST

12. Availability of the vehicle

The vehicle must not be sold, pledged or encumbered by third-party rights.

The Customer is obliged to guarantee the Rental Company or the Rental Company's agents access to the vehicle during normal business and operating hours and/or at appropriate times of day.

13. Early termination of the rental agreement

The Rental Company may terminate this agreement for important reasons at any time with immediate effect. Important reasons include in particular the following events: a) if the Customer is in default of the payments laid out in this contract in whole or in part for at least three months despite reminders under threat of legal action and after setting a grace period of 14 days; b) if the Customer breaches essential provisions of this agreement, in particular points 6 to 8; c) if the vehicle is ruined, lost or completely destroyed (repair costs that exceed the value of the vehicle), in which case the Customer will be charged for the residual value of the vehicle; d) in the event of the Customer's death or incapacity; e) if business is discontinued or if the Customer moves their place of business or place of residence outside of Switzerland.

14. Change of address

The Customer must immediately notify the Rental Company in writing of any changes to their name, home address or company address. Until notification is received, the Rental Company can send legally enforceable declarations to the last verifiable address provided by the Customer.

15. Privacy Policy

Rent a Bike and its contractual partners undertake to process any arising personal data only within the scope of the transaction and not to pass on this data to third parties.

Rent a Bike and its contractual partners are responsible for maintaining the obligation to confidentiality of the persons working on the management and processing of data, and shall ensure that no unauthorised persons can view the personal data.

16. Place of jurisdiction

Willisau courts are exclusively responsible for any legal disputes arising from this agreement. These Terms and Conditions are governed by Swiss law.

Willisau, 23.03.2020