



Rent a Bike AG
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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.

The right to termination is reserved in accordance with point 13.

5. Rental costs

5.1 Payment term

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

- Cash
- Debit card

5.2 Termination

Termination is free of charge until receipt of written confirmation of the reservation (reservation confirmation from the Rent a Bike reservation system). 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.



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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/repairs

6.1 Customer's obligation to maintain the vehicle / repair damage

The Customer undertakes to carefully maintain the vehicle and to comply with all measures required to keep the warranty valid.

The costs of the annual service and of restoring the vehicle once the rental is concluded shall be borne by the Rental Company. Damage caused by excessive or improper use and by insufficient maintenance during the rental relationship will be invoiced to the Customer.

The costs of routine maintenance and the replacement of worn parts during the rental relationship shall be borne by the Customer.

6.2 Service flat rate

For a monthly flat rate, the Customer can include optional 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 an accident, vandalism or theft

The Customer undertakes to carefully and safely store the vehicle and to protect it against vandalism and theft, and to avoid accidents wherever possible.

For an additional charge, the Customer can have a protection package included in the rental to cover damage as a result of an accident, a crash, vandalism (excluding CHF 200 excess) or theft (excluding CHF 500 excess). Damage caused by excessive wear and tear or due to insufficient maintenance is expressly excluded from the protection package, and the costs for these shall be borne by the Customer in accordance with point 6.1 or covered by the service flat rate in accordance with point 6.2.

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 insofar as this is permitted by law. The legal warranty requirements and warranty services of the vehicle manufacturer are reserved.



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

9. Liability of the Customer

9.1 Compliance with legal requirements regarding the use of e-bikes and S-pedelecs

The Customer must ensure that the e-bike provided under the contract is used in accordance with the law. In particular, the Customer must observe the minimum age and driving licence requirements and ensure that they are complied with.

In accordance with Art. 18 of the Regulations on the Technical Requirements for Road Vehicles (VTS), the following rules apply when riding an e-bike.

- E-bikes that can reach 25km/h are classed as electrically assisted pedal cycles and may be ridden by persons aged 16 and over without a driving licence. Persons aged 14–16 require a class M driving licence. Persons under 14 years of age are not permitted to use an e-bike under any circumstances.
- S-pedelecs with an assisted speed of up to 45km/h are classed as mopeds. They may only be used by persons aged 16 and over with a class M driving licence (or higher).

Rent a Bike AG accepts no liability arising from failure to comply with these rules.

9.2 Other obligations regarding use

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.

The Customer is liable for all fines arising in connection with the use of the vehicle, e.g. if the vehicle is ridden by an unauthorised person, disregard for vehicle bans, 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 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 to the rental station

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.

Condition of the vehicle



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The vehicle must be returned clean, in fully functional condition and with all accessories such as keys, instruction manual, etc. The appropriate checklist will be provided 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.

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