

BIKE RENTAL AGREEMENT between: "the Owner" Smile & Ride di Maria Elena Mancuso,
Galleria B di Via Gramsci n. 6 P.IVA 02250310501
and the "Customer"- "Renter"

Name: _____

Holiday Hotel/B&B : _____

e-mail: _____ Telephone : _____

Number of persons: Adults _____ Children: (age of each) _____ Type of bike: _____

TERMS AND CONDITIONS (E-)BIKE RENTAL

The Customer-Renter agrees and acknowledges that the activities for which the bicycle is designed can be dangerous with the risk of bodily injury and /or death. The Customer-Renter assumes and accepts all risks associated with the usage of the bicycle. Furthermore, the Customer-Renter agrees that he/she will not make any claims or sue the Owner, or her employees, for bodily injury, death, or property damage.

The Customer-Renter is responsible for risks that may occur during the rental period. The Owner is not liable for any claims regarding bodily injury or harm, accident or loss of personal belongings caused by weather, sickness, or any other causes outside the control of the Owner.

TERMS AND CONDITIONS (E-)BIKE RENTAL

Renting a bike or e-bike, means the Customer-Renter adheres to these Terms and Conditions.

The Customer-Renter reservation will be valid from the moment the 30% of the total cost, or other sums as agreed via email, are tendered. The Customer-Renter will receive an e-mail with booking confirmation and instructions for the completion of the final payment. Doing this the Customer-Renter agrees to the Terms and Conditions as laid out in this document. Payment of this first installment is regulated by Article 1385 of the Italian Civil Code.

Bike Collection & Payment

The balance of the total cost of the rental will be paid when the Customer-Renter collects the bike either in shop, or for an extra fee, at another location. The Owner accepts payment in cash, bancomat or credit card, excluding American Express.

The Customer-Renter will need to give the Owner a copy of ID and credit card details.

The rental of e-bikes, gravel bike and road bike requires a security deposit of € 250, € 200 trekking, €100 for city bike.

The Customer-Renter and the Owner will check the bike(s) together to ensure all is in good condition. The Customer-Renter should notify the Owner immediately, before leaving the shop, if there are any problems with the bike(s). After having left the shop, the Customer-Renter is fully responsible for the bike(s) and will make sure he/she returns the bike in the same condition, apart from the normal wear and tear, at the shop of the Owner or other place previously agreed.

The customer will bring the bike(s) and/or accessories back within the agreed time as indicated on the booking agreement. (depending on summer or winter time)

In case of delay in returning the rental bike, the Customer-Renter will be obliged to pay a penalty of €20,00 per every hour exceeded or €10 per every half hour exceeded.

When returning the bike / accessories the Customer-Renter and the Owner will check the bike(s) together for damages. In case there are damages that have not been caused by normal wear and usage of a bike, the Customer-Renter will have to pay the Owner for the damages. The damages will be valued by the Owner.

The Customer-Renter is responsible for any damages he/she caused to himself, to others, or to property while using the bike.

The costs of repairs can be found on the pricelist in the Smile and Ride shop. In case the Customer-Renter does not agree with the damages asked by the Owner, the Owner has the right to act according to general conditions and the compensation will be secured via the security deposit.

The Customer-Renter is obliged to take good care of the rented equipment and to protect from damage, loss or theft. In case of damage, loss or theft of the bicycle itself or components thereof, the Owner will charge the Customer-Renter the full cost of the missing items at market prices as written in our price list book.

Bikes are rented with a security lock and the customer is obliged to lock the bicycle/s or e-bike properly at all times when unattended, passing the lock through the frame and attaching the bike(s) to something fixed to the ground eg. a post or fence, if allowed, or a bicycle parking station. It is highly recommended to keep bike(s) secured at all times, especially during over-night rental.

The renter is required to return the city bike in a clean condition. Cleaning costs to a minimum of €10 may be charged if this obligation is not observed. For all other types of bikes this is not required.

Technical Assistance

We have some bike rental service points in case of emergency and we can suggest other place depending where you are.

In case of Assistance you have to inform us and go where we suggest to be assisted.

Our service point will inform us about the problem, you will pay in advance for the assistance and our bike rental will decide who is responsible to pay according to the problem verified from the mechanic.

We never refund technical assistance if has not been agreed with us.

In case you need a collection of your bike because of breakdown we charge you €90 between 50 km, for longer distances €140.

In case of puncture of inner tube we charge you €5.

If you need to be collected downtown in Pisa and replaced the bike we have to charge you €25.

Cancellation

In case the Customer-Renter needs to cancel a rental, or in case of a no-show at the agreed time and place, the Owner will reserve the right to keep the downpayment paid when making the reservation, the Customer-Renter has no right to any form of reimbursement.

In the event of cancellation, the following charges apply:

15 days prior to the start of the bike rental : 20% of downpayment

7 days prior to the start of the bike rental: 50% of the total booking

6 days: no reimbursement

Risks and Responsibilities

Use of the bikes are only for people of 18 years or older, unless accompanied by an adult who takes full responsibility for any damages that may occur, both to the minor and other people/property involved.

The Customer-Renter and his/her group must respect Italian traffic regulations. Any ticket or fine due to incorrect use of the bicycle will be completely assumed by the Customer-Renter.

Therefore, when renting a (e-) bike, the Customer-Renter takes the full risk of responsibility and will not impute to the Owner any accidents, etc. This is valid for the Customer-Renter and those included in his/her group.

In case the Customer-Renter does not bring the bike(s) or accessories back within 24 hours after the agreed period, this will be considered theft. The Owner may inform the Police. In case of theft of the bike and/or its accessories, the client will have to present the Owner with a copy of the denunciation from the Italian Authorities within 5 days of the date of theft and will be required to pay the full price of the bike and/or its accessories.

In the case that the bike(s) are found, the Customer-Renter will be reimbursed this payment.

Those who rent an (e-)bike will be held responsible for any damages to the equipment provided by the Owner and will have to repay the damages.

Disputes

The contract is regulated under Italian law and any disputes that arise shall be governed by Italian law.

PRIVACY INFORMATION NOTICE Consent to the processing of personal data pursuant to art. 23 of the code regarding the protection of personal data (Legislative Decree 196/03 so-called "Privacy Code") The collection of personal data and the related processing will take place in compliance with the provisions of Legislative Decree 196/2003 and subsequent amendments (art.13 and 14 of EU Regulation 2016/679 GDPR). The data will not be transferred to third parties and the modification or cancellation may be requested in writing at any time. The provision of personal data is necessary in order to access the rental and for the purposes related to the contract. This data may be used by Smile & Ride di Maria Elena Mancuso also in order to allow the competent authorities to forward disputes to the customer responsible for violation of the highway code or any law. The undersigned declare that they have read the information above and express their free and informed consent to the processing of their personal data.

Customer has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

Customer(s) Signature:

| Print Name | Signature |
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