

General terms and conditions of business for the rental of vehicles

I. Vehicle use and the renter's duty of care

1. By taking over the rented vehicle, the renter acknowledges to have received it including all accessories in a roadworthy and defect-free condition.
2. The renter obligates to the rental company to use the vehicle only in a traffic safe manner in compliance to the legal regulations and in particular in compliance with the provisions of the German road traffic regulations (*Straßenverkehrsordnung*). Furthermore, the vehicle may only be used for the intended purpose. The use of the vehicle on roads or paths that are not paved is implies an improper use.
3. The renter obligates to use and treat the vehicle with due care and in compliance with the technical regulations. If the renter parks the vehicle, the renter must take all precautions to protect it from damage or theft. The renter may only leave the vehicle unattended if it is locked.
4. The renter obligates to the rental company to report any vehicle defects without any delay during the rental period but by no later than when the vehicle is returned. If the renter fails to meet this obligation, the renter obligates to reimburse the rental company for any further damage caused by failure to promptly report the defects.
5. Using pedelecs, accessories such as the battery and possibly the display have always to be removed.

II. Repairs

The renter obligates to the rental company to maintain the vehicle in a roadworthy and defect-free state during the rental period and to hand it back in the same state.

The rental company also assumes the costs of any necessary repairs during the rental period, unless as any such repairs are not due to culpable behaviour on the part of the renter or their vicarious agents.

In such cases, the renter must reimburse the costs of any repairs to the vehicle (particularly in the case of inappropriate handling and improper use of the vehicle by the renter).

III. Duty to report accidents and theft

If the vehicle is stolen or goes missing and/or if the vehicle is damaged in an accident, the renter must inform the rental company immediately and provide a detailed, written report together with a sketch of the circumstances of the accident. The report must especially include the names and addresses of the persons involved in any accident as well as any witnesses and/or registration numbers of the vehicles involved.

In case of a vehicle defect, the rental shop should always be informed in order to determine how to proceed further.

Bike hire at the Radstation (Central Station): +49 (0)211 514 4711

Bike hire at the Rhine: +49 (0)160 9815 0912

IV. Liability

1. Any liability of the rental company towards the renter in respect of damages arising from this contract and its termination shall be limited to wilful or grossly negligent conduct behaviour of the rental company.
2. The renter obligates to the rental company to return the vehicle in the condition set out under section 11.
3. The renter is liable to the rental company for any vehicle damage arising from culpable behaviour of the renter or their vicarious agents. This also applies in the event of any damages arising as a result of a culpable violation of the renter's contractual obligations.

V. Returning the vehicle / compensation for use

1. The renter has to return the vehicle to the agreed location by no later than the end of the agreed rental period within the rental company's hours of business.
2. An extension of the contractually agreed rental period requires the approval of the rental company prior to the expiry of the originally agreed rental period.
3. In case of the vehicle is not returned within the agreed rental period, the renter must pay the rental company at least the contractually agreed daily rental rate for every extra day or part thereof. In this cases, the rental company reserves the right to assert further claims for damages against the renter.

VI. Cancellation

A booking may be cancelled free of charge up to 48 hours before the confirmed start time. If it is cancelled any later, 50 per cent of the agreed rental fee will be charged.

VII. Final provisions

1. Unless agreed otherwise by contract overleaf and the above-mentioned regulations of these general terms and conditions of business for the rental of vehicles, all legal regulations shall apply.
2. Apart from this contract, additional side agreements are not agreed, changes or additions to the overleaf contract or the General terms and conditions of business for the rental of vehicles require the written form. Even the change of the written form clause requires the written form itself.
3. If any of the provisions of this contract should be (or become) invalid in full or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision should be replaced by another that comes closest to reflecting the economic intent of both parties.

