

## GENERAL CONDITIONS FOR BICYCLES AND EQUIPMENT

### Subject:

RentABike Miselerland is a network for the rental of bicycles and equipment at the moselle of Luxembourg. Post address: CIGR Grevenmacher asbl, 3, rue Flaxweiler, L-6776 Grevenmacher Telephone: +352 26 74 63 888 E-Mail: info@rentabike-miselerland.lu/ Website: www.rentabike-miselerland.lu

### Prices:

The rental fees are fixed prices. They hang out on every summit station. The payment follows after the receipt of the rented material according to the posted conditions. The tenant declares explicitly to be in agreement with the general conditions of sale. The payment is done in euros and in cash, but it is also possible to pay with a credit card in some of the summit stations.

### Guarantee:

The tenant presents a valid identity card or passport. He accepts that the documents are copied by the renter. Furthermore, the tenant has to give his permanent residence and his place of residence in the region.

### Concealment and utilization of personal data:

RentABike Miselerland uses your personal information only in the context of renting and in accordance with the Luxembourgish data privacy act of August 2, 2002. Each tenant has the right to address the CIGR Grevenmacher a.s.b.l. and to demand, if necessary, the removal of his personal data.

### The tenant's duties:

The tenant acknowledges the impeccable state in which the bicycle is handed over to him. It matches the legal and safety requirements. A handover certificate is prepared by the manager and the tenant at the moment of the livery of the bicycle and the equipment.

**Both parties have to sign the certificate.** The tenant declares and accepts being responsible for the bicycle from the moment of the livery until the refund. So, he is liable for accidents and violations of traffic laws.

### The tenant agrees:

- to keep the rented material for him and not to lend it, not to sublease it nor to assign it
- to treat the provided material with prudence and care
- to respect the traffic regulations
- to do everything possible to prevent damage, destruction or loss of the material put at his disposal
- to ensure the whole material against theft (during the day the material has to be locked with a bike lock, and at night, the material should be kept in a sealed and secured room)
- not to perform any single-handed repairs on the acquired material
- to immediately inform RentABike Miselerland in case of theft or any other problem related to the use of the rented material

The tenant states that he has a personal liability insurance. Furthermore, he declares that he is able to ride a bike and in the required physical condition to do so. Except for children who can be taken in the appropriate devices in accordance with the safety regulations, it is strictly forbidden to carry other persons on the bike.

### Restrictions of the rental offer:

RentABike Miselerland has the right to refuse the rental to the tenant if he is unable or unfit. The rental of the material to a minor under or at the age of 16 is only possible in company of an adult or a guardian. Furthermore the application has to be signed by a parent or a guardian. The parent or legal guardian of a minor is liable for any direct or indirect loss or damage of the rented material caused by the minor.

### Use and roadside assistance:

The tenant runs on the roads and paths at his own risk. The use of the rented material is limited to Luxembourg and a radius of 35km in the border areas, unless you have a special permission from RentABike Miselerland. The breakdown assistance is only guaranteed in Miselerland: daily from 6.00 a.m. - 10.00 p.m., from 1 April to 31 Octobre. Outside this period, the roadside assistance runs from Monday to Friday, from 8:00 a.m. to 4:00 p.m.

### Refund:

The bicycle rental corresponds to a rental period of 24 hours a day. The tenant agrees to return the equipment on the fixed date in the contract at one of the bike rental locations of RentABike Miselerland.

An extension of the rental period must be formally requested at one of the bike rental locations. If however, there is no valid reason and RentABike Grevenmacher (Tel : +352 26 74 63 888) is not informed, every day of unauthorized rental excess is charged with 100 €. In case of a subsequent rental extension, the due rent has to be paid immediately. If the tenant doesn't return the material, the full value of the material which is listed on the posted price lists has to be paid immediately. RentABike Miselerland owns the right to take legal action in order to gain the return or the payment of the rented material.

### Theft and intentional damage to property:

In case of theft or damage of the material the tenant is responsible for, it is required to inform RentABike Miselerland by calling : +352 26 74 63 888 and to report it within 24 hours at the local police department. The theft report has to be submitted to RentABike Grevenmacher.

RentABike Grevenmacher has the right to undertake the necessary steps in order to obtain the payment of the stolen or damaged material. All the bikes are registered at the Luxembourgish police.

### Damage and loss of accessories:

The damage made to the equipment will be billed according to the posted price list. Lost accessories will be charged for their replacement value (see price list).

### Settlement of Disputes:

The Luxembourgish law is applicable to all the general rental conditions. Jurisdiction for any dispute with respect to their performance and consequences is Luxembourg. The parties expressly acknowledge this fact, the dispute proclamation and the case number of the defendants, as well as the accelerated procedure.

### Changes to the Terms & Conditions:

On the posters in the rental locations, as well as on the website, the tenant is informed about all the changes made in the general conditions.