



Hotel | Restaurant | Fahrradverleih

General Terms and Conditions of the Fahrradverleih Friedrichshafen

*These General Terms and Conditions apply to bike rental agreements
between tenants and the*

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General Terms and Conditions of the Fahrradverleih Friedrichshafen

§1 Scope of Application

- 1.1 These Terms and Conditions apply to contracts for the rental of bicycles, e-bikes, pedelecs, hereinafter collectively referred to as "rental bikes", as well as all other services and deliveries provided by the hotel to the tenant in this context.
- 1.2 General terms and conditions of the tenant shall apply only if this was previously expressly agreed in text form.

§2 Conclusion of contract & partners

- 2.1 Only persons over 18 years of age may become contracting partners of the bike rental upon presentation of a valid identity card or a valid passport.
- 2.2 The contracting parties are the bike rental and the tenant. The contract is concluded by the acceptance of the customer's application by the bike rental. The bike rental is free to confirm the booking of the rental bikes in text form or verbally.

§3 Rental object, rental period & prices

- 3.1 The bike rental is obliged to keep the rental bikes booked by the customer available and to provide the agreed services. However, the tenant shall not acquire any claim to the provision of specific rental bikes unless these have been expressly confirmed in text form by the bike rental
- 3.2 By taking over the rental bike, the tenant acknowledges the proper and defect-free condition of the rented vehicle.
- 3.3 The rental price corresponds to the list price valid at the time of conclusion of the contract and is due immediately upon conclusion of the contract.
- 3.4 The rental bikes are rented for at least one calendar day. For the rental the calendar day is valid from 09.00 am and until 10.00 pm. If the time is exceeded, the renter will be charged additionally for the following day. This does not give rise to any contractual claims on the part of the tenant. The extension of the rental period is possible at any time after consultation with the bike rental.

§4 Duties of the tenant

- 4.1 The tenant shall handle the rented bicycle with care and observe all regulations relevant to its use, in particular technical rules and traffic regulations.
- 4.2 The subletting or reletting of the rented items requires the prior consent of the bike rental in text form.
- 4.3 In the event of accidents, the tenant undertakes to contact the bike rental immediately. The latter will then determine the further procedure in close consultation with the tenant.
- 4.4 The rental bike must be secured by the renter against theft or other theft during the rental period. For this purpose, the lock issued by us is to be used. In addition, removable displays are to be removed to prevent theft.

§5 Repairs, accident/ theft

- 5.1 A defective rental item must always be returned to the location of the bike rental. If a repair is necessary due to improper handling by the tenant or due to the tenant's fault, the tenant shall bear the costs thereof.
- 5.2 The rental bikes are insured against theft. For this purpose, however, the tenant is obliged to secure the rental bikes with a lock and to remove removable displays. If this is not done, the renter is liable in case of theft.
- 5.3 The liability of the tenant also extends to damage costs such as expert costs, depreciation or loss of rent.

§6 Liability of the bike rental

- 6.1 The tenant uses the rental item exclusively at his own risk. The bike rental is only liable if there is intent or gross negligence.

- 6.2 The bike rental assumes no liability for consequential damages resulting from a breakdown (e.g. train ticket or soiled clothing).

§7 Concluding remarks

- 7.1 Amendments and supplements to these General Terms and Conditions shall be made in text form. Unilateral amendments or supplements shall be invalid.
- 7.2 The place of performance and payment as well as the exclusive place of jurisdiction - also for disputes relating to checks and bills of exchange - in commercial transactions shall be the registered office of the bike rental.
- 7.3 German law shall apply.

Status 02/2021

Subject to modifications