



## TERMS AND CONDITIONS OF CONTRACT

**1º THE HIRER** has been granted the operation of the Electric Bicycle rental service and standard.

The HIRER acknowledges that he has been examined previously on the recharging platform and the anchorages of the standard bicycles, and is in apparent good working order.

If this is not the case, the hirer is obliged to inform the hirer immediately within 20 minutes as maximal, in order to inform to the Lessor of any possible malfunction and its subsequent repair.

The present contract shall not commence after this period of time, in the case of fortuitous breakdowns, negligence or any other circumstances.

After this time, accidental breakdowns, negligence or any other possible defects of the vehicle will not be a reason for cancellation/discount, or modification of the signed contract.

### **2º LEASE.**

The LESSOR allows the HIRER to collect and to use the electric or standard bicycles (depending on the contract), as indicated in the heading for the period of time, and he assigns the use, by way of lease.

For its part, THE LESSEE undertakes to pay the LESSOR the amount of the rent agreed by contract

THE LESSEE undertakes to use the rented property only and exclusively for his own private use or transport, and he is the only person authorised to drive the vehicle, without being able to use it for.

The HIRER is the only person authorised to drive the vehicle (bicycle), and may not use the vehicle to transport any other person, or for the transport of any other objects, or for any other purpose.

THE HIRER cannot cycle or move the vehicle outside the geographical limits of the city or municipality of collection.

THE HIRER shall manage the state of charge of the vehicle's battery, and neither BikeHikeMallorca, nor the Hotel, shall be held responsible if the battery runs out due to the use of the vehicle, provided that such consumption is not due to the use of the vehicle.

The HIRER shall not be held responsible if the battery runs out of charge due to the use of the vehicle, provided that such consumption is not caused by damage to the battery.

**\*\*In the case of a non-fortuitous breakdown, the user will be given the choice between a new rental under the same conditions of the present contract or a percentage discount equivalent, regarding to the time not enjoyed by the user on the return of the damaged vehicle.**

**\* TERM OF THE LEASE.** The rental period is for hours or days and may never exceed 15 hours per day, starting from 07:00 a.m. in the morning.

The HIRER is obliged and must return the rented property before 22:00h. The HIRER is obliged to place it in the original charging station located in the hotel if it is an electric bicycle, and to lock it with a padlock if it is a standard bicycle.

It may not be left in any other hotel, nor in any other platform different from the original pick-up platform. **\* RATES.** The rates shall be shown at the head of this contract.

THE HIRER may contract the Minimum Service, and the HIRER may extend the Minimum Service, provided that he/she notifies directly to the Hotel, and will be invoiced on delivery of the vehicle for the actual service used.

These rates may vary depending on the type of bicycle, being an electric or standard vehicle.

**\* CONTACT.** The HIRER is obliged to contact to the Hotel by phone, who will in turn notify BikeHikeMallorca, also he should any mishap occur or should it be necessary to carry out any of the services, or any repair or maintenance work needs to be carried out on the rented property within 20 minutes of the mishap or anomaly.

In any case, the HIRER undertakes to keep the vehicle in the same condition, in which it was received originally, and it is forbidden to place stickers, make changes or internal or external alterations to the rented vehicle, and on its accessories without express written consent.

**\* INSURANCE.** The Lease is insured by the company ZurichZurich Insurance plc, Sucursal en España, with NIF W0072130H, and with address at Paseo de la Castellana, 81, 22nd floor, 28046 Madrid, is registered in the Administrative Register of the Directorate General of Insurance and Pension Funds with the code E0189.

Mr. Manuel Rodriguez Zafra, with tax identification number 34. 066.633-E, has taken out with this Company Insurance Policy no 0000010111345344 with effect from 15/07/2020 and expiry on 14/07/2021 for the company with the activity Renting of land vehicles without motor, located at Calle Provisional 1, 07196 Es Capdella, including the guarantees detailed as follows:

- Operating civil liability: 300.000 € - Property civil liability: 300.000 € insurance for personal injury, material damage and consequential damage caused involuntarily to third parties (with an excess of 150.-€), death and disability; the conditions can be requested at our website.

While the vehicle is in the possession of the HIRER, the latter shall be exclusively and exclusively liable for the following third parties, due to negligence, fault or transgressions of this contract or of the regulations, including traffic laws and regulations, without prejudice to the insured coverage.

Likewise he undertakes to adequately immobilise rightly the bicycle, when he leaves it parked in the appropriate places for this purpose, using the locks the bicycle (using the locks supplied for this purpose) and the Hirer undertakes to inform immediately the hotel and/or the pertinent local authorities in the case of any loss or damage to the bicycle, or in the case of a claim, on the same day of the event.

The insurance does not cover the loss of the keys, which loss will entail an extra cost and charge of 35 € to the HIRER.

In the case of theft due to negligence on the part of the user for not locking the bicycle properly using the locks provided, the HIRER must pay the amount of €800 for electric bicycles and €300 for standard bicycles.

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**3º \* ASSIGNMENT.** This LESSEE may not assign to third parties, the property, nor the rights of this contract under any circumstances, nor may he assign his contractual position.

\* PRICES FOR RETURN OUTSIDE THE AGREED TIMETABLE.

The HIRER undertakes to return the rented property at the time the rental period the end of the rental period, by placing it on the recharging platform or normal anchorage.

In this case (in the case of late return of the bicycle), the insurance shall not cover, and the HIRER will be liable of the extra-cost.

\* In the case that the rented property is not returned by 10 p.m. at the latest, and taking note that the vehicle cannot be rented at night, the HIRER shall be liable for any damage caused to the vehicle and a penalty of 50.-€ more will be invoiced.

\* LIABILITY FOR OBJECTS. THE HIRER shall not be liable for the deterioration, destruction, loss or theft of property owned by THE HIRER, or of third parties, put on or forgotten / attached on the bicycles.

\* DAMAGES or DETERIORATION OF THE VEHICLE: THE HIRER authorizes the HIRER to charge the amount agreed with BikeHikeMikeMotorcycle.com to the HIRER's credit card for the amount agreed with BikeHikeMikeMike.com, regarding any damage caused to the bicycles due to the HIRER's bad practice.

\* JURISDICTION. For the fulfillment and interpretation of the clauses of this contract, the parties submit themselves to the Courts and Tribunals corresponding to the judicial district of the city, which corresponding to the judicial district of the city where the Hotel is located.

\* PRIVACY POLICY: BikeHikeMallorca expressly undertakes, both during the term of the contract, as well as after its termination, not to disseminate any of the personal information contained in it.

BikeHikeMallorca expressly undertakes, both during the term of the contract and after its termination, not to disseminate, transmit or disclose to third parties any personal information to which it has access, as a result of the execution of this contract, nor to use such information in its own interest or in the interest of its family or friends.

BikeHikeMallorca is responsible for the processing of personal data and respects the current legislation on the protection of personal data, the privacy of users and the secrecy and security of personal data, in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, regarding on the protection of individuals with regard to the processing of personal data (GDPR).

For this purpose BikeHikeMallorca has adopted all the necessary technical and organisational measures to guarantee the confidentiality, integrity, availability and resilience of the personal data in its custody.

For further information, please write to:

[info@bikehikemallorca.es](mailto:info@bikehikemallorca.es)