

## Terms and Conditions Bike Rental

### 1. Application

The bike rental service is provided by the Company Suso Bike GmbH (henceforth called leaser) based in 8880 Walenstadt who are owner of the rental bikes. The general terms and conditions are an integral part of the rental contract. With the renter's signature they confirm to have read and accepted the hereby listed terms and conditions.

### 2. Contract

The contract parties are Suso Bike GmbH and the renter.

### 3. Handing over of Bikes

The rental bikes are returned to the renter clean and fully functioning. Complaints made by the renter must be stated before accepting the bike. The renter must provide an official photographic document (Passport, Personal ID, Driver's licence etc.).

### 4. Return of Bike

The bike must be returned before the deadline stated in the contract at the given place of return within opening hours of said return place. The renter will be charged for any late drop-off as well as wrongly placed bikes as well as potential follow-up costs. The whole rental equipment (including helmets, children's seats, keys, etc.) must be returned entirely in fully functioning order. Potential loss or damage of said equipment will have to be covered by the renter.

### 5. Extension of Rental

An extension of the rental agreement is to be approved of by the lessor before the expiry of the rental period. The lessor can choose not to extend the rental without any further reasoning or explanation. The total cost of such an extension will be calculated anew and is due to be paid, latest upon return of the bike

### 6. Minimum Age of renter

Children under the age of 16 must be accompanied by an adult. A bike rental for children below the age of 16 is legally only possible with a written permission of a parent or legal guardian.

### 7. Service and Price

The official price at any time is the price stated in the brochure of the lessor; that includes any discounts published within said brochure.

### 8. Cancellation

Up to 24 hours prior to the start of the rental a confirmed reservation can be cancelled or changed free of charge. Any cancellation less than 24 hours in advanced will be considered as a "no-show" and the full price according to the actual price list will be charged. In the case of a premature termination of the rental there will be no refund of the remaining rental time.

Special conditions for groups:

	5 days in advance	3 days in advance	24 hours in advance
up to 5 E-bikes	0%	0%	50%
up to 15 E-bikes	0%	20%	50%
upto 30 ebikes	20%	50%	100%
30 E-bikes plus	20%	50% mind. 300.00 CHF	100% mind. 300.00 CHF

In the case of a "no-show" by the renter the full price will be charged.

### 9. Liability and Insurance

#### 9.1 Third Party Insurance

Insurance is the renter's responsibility. With signing the contract, the renter confirms that he/she has third party insurance including the required cover for risks that riding a bicycle or an E-bike entails. The cover has to include any damage including costs for necessary expertise, impairment or loss of rent.

#### 9.2 Damage during the duration of the rent

In case of any damage during the rental period the renter can exchange the damaged bike for an equivalent model at the rental station. The renter is responsible for the returning the bicycle to the return/rental station.

#### 9.3 Damage, Theft and Loss

The renter is liable up to CHF 500.- for damages caused by the renter. Damages above CHF 500.- will be covered by the Suso Bike GmbH (with the renter covering the excess of CHF 500.-)

The renter must report all possible damage as well as losses immediately. The renter is liable for any damage, such as damage due to a fall, vandalism, (wrong) manipulations, transport damage etc., of the rented object as well as its accessories during the entire rental period. The cost for minor damage will be charged to the customer according to the Suso Bike GmbH pricelist.

The renter is liable for a potential loss as well as theft of the rented item. All bicycles must be locked and secured when parked anywhere. The loss will be charged to the renter at face value. If the renter leaves the bike to a third party, the renter will be liable for any damage caused by a third party.

#### 9.4 Accidents

Any damage caused by an accident and/or a fall should be reported immediately. If a third party is involved in the accident or the damage (whether people or objects) a police report is mandatory. An official Police report is particularly important if a third person is involved / partly responsible for the incident. A copy of said report must be presented to Suso Bike GmbH.

### 10 Use and Rules

The general rules of traffic must be followed at any time and the bicycle must be used with care according to its purpose. The renter is liable for any damage caused by carelessness or improper use of the rented item. It is forbidden to use the items for any purposes other than that intended, such as the transport of more than one person (be that on the handlebar or on the baggage carrier) or the attempt of running over obstacles that is likely to cause damage to the bike. The rented bikes must not be used for racing purposes.

### 11 Applicable Law and place of jurisdiction

This contract exists under Swiss Law. The sole place of jurisdiction is Walenstadt SG.  
Walenstadt, May 25, 2018

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**I hereby confirm to have read and accepted the terms and conditions.**

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**I hereby confirm that the bicycle, the gear shift, the brakes, the general handling, and all technical aspects have been explained to me and that I received the bike in impeccable conditions.**

Date / Place

Signature

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