

General Terms & Conditions e-bike-rental

Bike & Travel Service, owner: Dirk Remmel - hereinafter called renter

(--- not valid for motorbike-rental-tariffs ---)

1. booking – payment - cancellation

To book an e-bike-rental 2 weeks and shorter before it can be done without down-payments - bookings longer than 2 weeks before have to be done with a 25% down-payment. The payment must be done within 5 days after invoice date from the down payment. Otherwise the customers claim expires and the renter will be allowed to rent the motorbike to another customer.

If the customer cancels the rental booking more than 1 week before the rental, the whole down payment except 15 € cancellation fee will be refunded. Cancellations shorter than 1 week before the rental will have the consequence that the down payment will not be refunded, except the customer did choose with the booking our „cancel-option“. This option offers the customer to cancel even a minute before rental beginning without losing his down payment. The customer will get refunded his down payment minus the costs for the „cancellation-option“. To profit from the „cancellation-option“ the customer has to inform the renter about his cancellation before the rental beginning. The down payment will not be refunded if the customer forgets to inform the renter or informs the renter after the rental beginning even if he has booked with „cancellation-option“.

The deposit/guarantee for each e-bike is 300 € and has to be deposited from the customer in cash or with creditcard.

The rental tariff conforms to the actual price list (older price lists lose their significance). The payment has to be done complete with rental beginning. Deposit and rental have to be paid separated. The exact rental tariff has to be decided and fixed with rental beginning and can't be switched into another maybe cheaper combination-tariff afterwards. In case of an earlier bring back date than booked in the appointed contract, the customer has no claim concerning a refund.

During the rental a prolongation can be done, preconditioned the explicit agreement of the renter has been obtained. The customer has no claim to a prolongation, it maybe that the e-bike has been already reserved after his rental time to another customer.

As means of payment will be accepted cash money, EC/Maestro-Cards and creditcards from VISA and MasterCard

2. Renter duties

The renter delivers a roadworthy and technical proper rental e-bike to be used through the customer. The agreed rental tariffs cover maintenance services, lubricants, wearing parts, and the VAT. The tariffs do not include any insurance of personal belongings or for damages at third parties

3. customer duties

At the delivery of the motorbike a valid identity card or a valid passport has to be shown. The documents have to be originals. If the customer doesn't arrive after a delay of 2 hours or more without informing the renter, the renter is not longer obliged to keep the e-bike reserved and is allowed to rent the e-bike to another customer. The customer is personally liable for all himself caused damages till 200,--€ (except in case of a concluded own-share reduction down to 0,--€). Disregarding the laws, for example driving under influence of drugs or alcohol - leaving the e-bike to a not authorized person, or biking in forbidden areas (e.g. militaryzones or nature reserves) the customer has to defray the complete costs for damages and further consequences. Thefts have to be reported to the police immediately - the police-report has to be shown to the renter otherwise the customer is liable for the time value.

4. pick-up and return of the rental e-bike

The e-bike will be delivered with a full battery and can be returned also with an empty battery. The return of the e-bike has to be done personally at the home address of the BMW motorbike center Munich, Frankfurter Ring 29, D-80807 München within the opening hours.

If the return is more than 1 hour later as written down in the rental contract, an additional day rate has to be paid. If the delay of the return avoids to deliver the e-bike to the next rental date, the customer has to compensate the caused damage. Returning the e-bike prohibited outside the opening hours by parking it in front of the BMW motorbike center, the customer will be responsible for every damage or theft in full amount that will be caused till the taking back of the renter the next opening time. The customer is not obliged to bring back the e-bike washed. If the e-bike is very dirty, for example very muddy, that damages may be covered through this the take back through the renter will be done after the next renters possibility to wash the bike.

5. e-bike use

The rental e-bike is only allowed to be used on official and legal ways and roads. Every use on non-official allowed areas is prohibited, also the participation at competitions. The customer is not allowed to use the bike when he is unfit to drive, to leave the bike to somebody who is also unfit to drive. In case of contravention the customers will be liable for all damages in full amount. Without permission in written form from the renter the customer is not allowed to change or to remove parts.

6. repairs

Repairs that will be necessary to obtain the road safety of the e-bike can be ordered through the customer at a workshop till an invoice amount of 200,-€€. The invoice amount will be refunded to the customer after handing out the invoice issued at:

Fa. Dirk Rimmel, Waldstrasse 22, DE-85250 Altomünster, USt-ID-nr: DE813701207

7. general regulations

This agreement represents finally all agreements that have been done between the contract parties. Verbal agreements do not exist. Changes or endorsements to this agreement have to be done in written form to be valid. If this contract or single regulations in this contract are invalid, the rest of the regulations will not be touched through this. The parties are obliged to replace invalid or incomplete regulations through valid or complete regulations that will be as closed as possible to an economy determination of aim in both interests. This agreement subjects in its foundation, interpretation and performance to German law.

place of jurisdiction is the renters headquarter

updated: 12.03.2021