

## General Terms & Conditions BMW motorbike rental

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

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

### **1. booking – payment - cancellation**

To book a motorbike rental a reservation with 25% down payment will be necessary. The payment must be done within 10 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 20 € 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 „cancellation-option“. This option offers the customer to cancel even a minute before rental beginning without losing his down payment. The customer has the choice in case of using this option to get refunded his down payment minus the costs for the „cancellation-option“, or to displace his rental date in the same time within the cancellation once. 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 motorbike is 1.000 € and has to be deposited from the customer in cash or with creditcard. Rentals longer than 13 days will get charged the deposit on the credit card and refunded again after a faultless return of the rent bike.

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 or in case of driven less km than included 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 motorbike 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 und Euro-/MasterCard

### **2. Renter duties**

a) The renter delivers a roadworthy and technical proper rental motorbike to be used through the customer. The agreed rental tariffs cover maintenance services, german road taxes, lubricants, wearing parts, the third party liability and comprehensive insurances. The tariffs do not include fuel and insurance of personal belongings. The evaluation of driven kilometers starts with the takeover of the motorbike through the customer.

b) The rental motorbike is insured with a unlimited third party liability ( personal injuries general till 100 Mio. € / per person till 8 Mio. €). Also included is a partially comprehensive against theft, fire and game caused damages with an own share of max. 500,- €.

### **3. customer duties**

At the delivery of the motorbike a valid identity card or a valid passport and a drivers license (in case of non-EU customers – an international drivers license is necessary aswell). All 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 motorbike reserved and is allowed to rent the motorbike to another customer. In case of an accident or serious damage the customer has to call the police ( even if he had a self caused accident without third party) and to report in written form about the incident to the renter. The customer is personally liable for all himself caused damages till 500,--€ ( in case of a concluded own-share reduction till 100,--€). Riding off-road, disregarding the laws, for example driving under influence of drugs or alcohol - leaving the motorbike to a not authorized person, the customer has to defray the complete damage costs. Accidents have to be reported to the police immediately otherwise the renter reserves the payment of the whole damage through the customer.

Is there a technical problem at the motorbike which is not caused through the customer, he has to inform the renter and to call the BMW Service Hotline. If the technical problem can't be figured out within 24h through the BMW Service, the customer has a claim to a substitute vehicle to stay mobile and a refund of an adequate amount for his standby time.

### **4. delivery and return of the rental motorbike**

Only the named driver is allowed to drive the motorbike. For each additional driver also a valid identification card or passport and a drivers license will be needed. The motorbike will be delivered with a full fuel tank and has to be returned also with a full fuel tank. If a refuelling through the renter is necessary or desired from the customer, the fuel costs and a service rate of 15,- € have to be paid. The return of the motorbike has to be at the home adress 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 motorbike to the next rental date, the customer has to compensate the caused damage. Returning the motorbike outside the opening hours, it can be parked at the parking area in front of the motorbike center, but the customer will be responsible for every damage that will be caused till the taking back of the renter the next opening time. In this case the customer is obliged to activate the steering lock. The customer is not obliged to bring back the motorbike washed. If the motorbike 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. motorbike use**

The rental motorbike is only allowed to be used on official and asphalted roads. Every use on non-official areas is prohibited, riding off-road and 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 or has no valid drivers license. 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. Repair orders are only allowed to be given to an official BMW dealers workshop after confirmation through the renter. Driving out of Germany: The rental motorbike can be used also in all EU-countries and Switzerland. Driving in other countries outside the EU have to be allowed through the renter in written form and may not be insured.

Driving on hungarian highways is forbidden by the renter. In case of later upcoming demands from the hungarian highway encashment - the renter takes a entertainment allowance of 150€ from the customer.

## **6. repairs**

Repairs that will be necessary to obtain the road safety of the motorbike can be ordered through the customer at a BMW dealers workshop till an invoice amount of 500,--€. 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. behavior in case of an accident**

The accident has to be protocolled in every case through the police and the accident report (under the motorbike seat) has to be filled out. The customer is not allowed to make a guilty recognition. The renter has to be informed immediately with a telephone call. (renters telephone numbers also under the seat). If the journey can not be continued because of a seroius damage the transport back of the motorbike (flat-tyre-and bring back insurance) will be done through the renter. Till 600 distance-kilometers the transport costs are covered through the insurance, each more distancekilometer over this limit has to be paid from the customer with 1,--€. There is no claim on any refund or substitute vehicle after an accident - anyway the renter will help the customer if necessary to organize a substitute vehicle as much as possible at the place where the customer is.

## **8. loss of key or motorbike documents**

The new acquisition of an ignition key, that has been caused through the customer will cost him 200,- €. Losing the motorbikes registration document ( Zulassungsbescheinigung Teil I ) the customer has to give up immediately an advice of loss at the german police and to hand out this document to the renter. The costs for making a substitute registration document will be 100,-€ and have to paid from the customer.

## **9. bring back transport to the rental station**

If a technical problem that is not caused from the customer makes the continue of the journey impossible within the next 24h after calling the BMW service, the renter will be responsible to transport the motorbike back to the rental station in Munich. Also the costs of this transport will be absorbed through the renter. If the technical problem is caused through a careless behaviour of the customer and makes the continue of the journey impossible, the customer is liable for the transport back to the rental station in Munich. The customer can organize the transport himself or give the order to the renter. The costs will be calculated in this case with 1,- € / distancekilometer adding eventual tolls and vignette-costs.

## **10. general regulations**

This agreement represents finally all agreements that have been done between the contract parties. Verbal agreements do not exist. Changements 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: 15.12.2021