

Bike Service Bingen

e-bike rent and service



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Terms and Conditions of the Bike Service Bingen

§1 Use of bicycles

1. By taking over the rented object, the lessee acknowledges that it is in a fault-free condition.
2. Use is at your own risk.
3. The tenant affirms with his signature, in the proper To be instructed in the use of the loan item.
4. He continues to insure about the use of helmet and protectors like this how to be informed about other protective clothing.
5. The tenant may only use the rental object in compliance with the Use regulations.
6. Subletting to third parties is not permitted.

§2 prices, reservation and conclusion of contract

1. The prices can be found in the current price list or at Ask landlord. Rental prices in price lists and in current offers are binding.
2. All prices include the current VAT.
3. The full rental amount is charged at the beginning of the contractual relationship.
4. In the event of loss, partial loss, damage or delayed return of the loan item, the renter will be charged for the claims incurred and asserted in the course of legal action.
5. Reservations are made using the online form. With the knowledge and acceptance of the terms and conditions of the landlord, the basis of a preliminary contract and the subsequent rental contract is created.
6. The tenant can withdraw from the contract / reservation free of charge up to seven days before the booked handover. Less than seven days before the start of the rental, but more than 24 hours before the start of the rental, a cancellation invoice of 25% of the rental price can be charged if the landlord lost income from

the reservation. In the event of a cancellation that takes place less than 24 hours before the planned handover of the rental item to the tenant, the landlord reserves the right to charge the tenant a cancellation fee of 50% of the rental price and to assert this in the course of legal proceedings, since As a rule, it is not possible to rent a new one at such short notice.

7. When making a reservation, an exact time for taking over the loaned item must be agreed. If this time is exceeded by the tenant by more than 45 minutes without the tenant giving notice and without the lessor's knowledge, the lessor must assume a tacit cancellation by the tenant. From this point in time, the landlord is entitled to freely dispose of the reserved loan item and to lend it on to prevent economic losses. In this case, the landlord reserves the right to charge the tenant a cancellation fee of 50% of the rental price and to assert this in the course of legal proceedings

8. To conclude a valid rental contract, the tenant presents the landlord with a valid identity card.

§3 obligations of the tenant

1. The tenant undertakes to take care of the loan item and keep it under the Treatment of compliance with the technical rules.

2. When not in use, the loaned item must be kept safe from damage and unauthorized access and locked with the bike locks that have been rented out. If bicycles and trailers are used for several days, they must be securely stored in locked rooms at night.

3. The tenant undertakes to notify the landlord of any defects that occur during the rental period when reproducing the loaned item, without being requested to do so.

4. The conscientious and thorough maintenance and cleaning of the rental objects after they have been used properly by a tenant is carried out by the landlord. However, the customer reserves the right to invoice the cleaning or the costs of cleaning heavily soiled items on loan, which were caused by improper use or careless handling.

§4 repairs in the event of defects

1. If a loan object is to be repaired during the rental period, the lessor bears the costs of the repair if the cause is neither due to improper treatment by the lessee nor to his fault. The tenant is responsible for costs incurred through improper or negligent handling.

2. The cost of repair and / or replacement caused by an accident or improper use must be paid by the renter.

3. For missing, lost and damaged items on loan, the renter bears the costs of repair, replacement and the associated expenses for repairing the item on loan.

4. Repairs carried out by the tenant without the consent of the landlord will not be replaced by the landlord.

5. The lessor reserves the right to assert claims for damages through loss of profit / loss of sales and / or damage to the rental item against the lessee.

§5 accident / theft

In the event of an accident in which a third party has been harmed and in the event of the theft of a loan item, the landlord is obliged to notify the landlord immediately in addition to the police. Otherwise the tenant is liable to the landlord for any damage resulting from the breach of this obligation.

§6 liability

1. The landlord is only liable for intent or gross negligence. Liability does not apply in the event of improper or unauthorized use of the loan item.
2. The tenant has to bring the loaned item back in the same condition in which he received it. The renter is liable for damage resulting from theft, damage, partial loss and / or loss of the rental item. Likewise for Costs for repair, replacement and for lost rental income of the landlord.
3. If a loaned item is lost, the lessee is liable up to a maximum of the current value. In the event of damage or / or partial loss of the same up to the amount of its repair - material and Labor and / or replacement costs.
4. All costs and expenses arising from the tenancy that exceed rental costs will be invoiced to the tenant additionally. The tenant receives a receipt as proof of this.
5. This also applies if the rental period is exceeded as well as for the expenses required to find, secure and take possession of the loaned item.
6. The tenant is liable for culpable damage to the loaned item and for breaches of his obligations. He also has to pay the incidental damage costs.

§7 Return of the loan item, termination of the rental relationship

1. The tenant has the loan item at the latest at the end of the rental agreement to return the agreed rental period to the landlord at the agreed location.
2. An extension of the rental period generally requires the consent of the Lessor before the end of the rental period.
3. If the rental object is not returned to the lessor at the agreed time, the lessee must pay the lessor the applicable daily rent for each commenced rental day (the duration of a rental day is defined and stipulated in the rental agreement.) And any additional damage, if applicable to replace.
4. The tenant can terminate the rental contract prematurely without giving reasons. There is no right to repayment of rent already paid.
5. The lessor is entitled to complain within two working days after the return of the loaned object for which the lessee was / is liable. Costs that lead to the rectification of the defects can be billed to the tenant at a later date.