# Imboden Bike, Rental Shop, Lauterbrunnen

# General Terms & Conditions Bike Rental

#### 1. Scope of application

The bicycle rental is provided by the company Imboden Bike based in Lauterbrunnen, which is the owner of the rental bicycles. These GTC's are an integral part of the rental contract. By signing the contract, the renter confirms to have read and understood these rental conditions and to accept them unconditionally. No distinction is made as to whether bicycles with or without electric drive, as well as accessories, climbing equipment, sleds, snowshoes and cross-country skis are rented. These GTC's include all bicycles/accessories/climbing equipment/sleds/snowshoes and cross-country skis, hereinafter referred to as "bicycles, accessories, climbing equipment, sleds, snowshoes, cross-country skis".

# 2. Contractual relationship

The contract is concluded between Imboden Bike and the customer.

#### 3. Takeover of the bike

The renter shall take over the bicycle in a clean and safe condition. Complaints on the part of the renter must be reported to the rental company when the vehicle is handed over. The renter has to identify himself with an official document (identity card, passport, driver's license).

#### 4. Return of the bike

The renter is obliged to return the vehicle to the rental company before the end of the rental period stated in the rental contract. The rental fee for late returned rentals as well as the resulting consequential costs will be claimed from the renter. The vehicle as well as all accessories provided by the Lessor (bicycle helmets, backpack, battery, protectors, climbing equipment, etc.) must be returned to the Lessor complete and in perfect condition when the vehicle is returned. Loss or damage will be charged to the renter. The rental equipment (unless otherwise agreed) must be returned within the opening hours, if this is not possible, the store must be informed immediately. Additional costs may be incurred.

#### 5. Extension of the rental period

An extension of the lease is only possible with the consent of the landlady before the end of the current lease. The Lessor may refuse the extension without giving reasons. The rental price will be recalculated, the extra charge has to be paid at the latest when returning the bike.

# 6. Minimum age of the renter

Children and teenagers under the age of 16 must be accompanied by an adult. Children and young people under 16 years of age who are not accompanied by an adult person may only be given rental bicycles with the written permission of their parents or guardian.

The minimum age for drivers of an e-bike with a maximum speed of 25 km/h is 16 years by law (14 years with a moped permit).

#### 7. services and prices

The prices of the price list valid at the time of rental and published on the website of the Lessor apply, including the discount provisions contained therein. Misprints excepted.

# 8 Cancellation / Termination

Reservations will be charged 100% according to the valid rates (20% deposits for reservations will not be refunded in case of cancellation). In the event of cancellation of the rental, there is no right to a refund of the remaining rental time not used.

# 9 Liability and insurance

# 9.1 Liability insurance

Insurance is the responsibility of the renter. By concluding the rental agreement, the Renter confirms that he has liability insurance and thus sufficient coverage for the risks involved in riding the bicycle or e-bike. The liability also extends to damage costs such as expert costs, depreciation or loss of rental income costs.

#### 9.2 Defects during the rental period

In the event of defects during the rental period, the Lessee may exchange his/her bicycle for an equivalent vehicle at Imboden Bike, provided that a bicycle is available.

# 9.3 Damage, theft and loss

The Lessee has the obligation to notify the Lessor of any damage or loss that has occurred. The Lessee shall be liable for all damage caused to the rental object and its accessories during the rental period as a result of falling, vandalism, the effects of elements, tampering, effects resulting from transport and its improper or improper use.

The costs for minor damages and loss of material will be charged to the customer according to the prices of Imboden Bike and its workshop.

In case of theft or loss of the rented vehicle or accessories during the rental period, the renter is liable. The vehicle must always be secured. The loss will be charged to the lessee at the replacement value.

If the renter hands over the vehicle to a third party, he is principally liable for damages and consequential damages caused to the vehicle by a third party.

# 9.4 Accidents

Accidents and falls with material damage must always be reported to Imboden Bike immediately. If persons are injured and/or property damage is caused to third parties or if a third party is involved as a possible (co-)perpetrator, the police must be called in immediately and an accident report must be filled out. A copy of this is to be sent to Imboden Bike.

## 10. Use / prohibitions

The renter undertakes to comply with the Road Traffic Act and to use the bike properly and carefully.

The renter is responsible for all damages resulting from negligence or improper use of the rental object on the same or on third party objects. It is not allowed to misuse the vehicle for any other purpose, to transport one or more additional persons, or to drive over obstacles that can obviously cause damage to the vehicle.

#### 11. Product, services and prices

Images of products on the website, in advertising, brochures, etc. are for illustrative purposes and are not binding.

All sales prices published in the online store represent final prices including taxes (in particular VAT), but excluding any advance disposal fees (vEG), costs for packaging, delivery costs and other costs.

Imboden Bike reserves the right to change the prices of the offered products and services at any time. Decisive for the conclusion of the purchase contract is the price in the online store at the time of the order. In case of a double sale or booking, Imboden Bike reserves the right to decide when and to whom it will hand over the goods or rental material and to transfer back to the respective other person the monetary value paid via bank transfer.

## 12. Applicable law and place of jurisdiction

The company Imboden Bike is anxious to solve disagreements out of court. If the parties do not come to an agreement, legal steps will be taken. This contract is subject to Swiss law. The exclusive place of jurisdiction is Thun (BE).