



Rent a Bike AG  
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rentabike.ch

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## General Rental Conditions

### 1. Scope of application

The bike rental service is provided by Rent a Bike AG ("RaB") in Willisau (hereinafter referred to as Lessor), who is the owner of the rental bikes. These Rental Conditions are an integral part of the rental contract. By signing the contract, the Lessee confirms that he has read the Rental Conditions and accepts these unconditionally.

### 2. Contractual relationships

The contract shall be concluded between the Lessor and the Customer. SBB AG, the authorised transport enterprise and other partners shall act as intermediaries for the RaB services.

### 3. Vehicle collection

#### 3.1. Vehicle collection

The vehicle shall be in an operationally safe and clean state when collected by the Lessee. The Lessee is obliged to inspect the rental vehicle for recognisable damage and test the functionality of the brakes and gears before riding the vehicle for the first time. The Lessee must notify the Lessor of any complaints when the vehicle is collected. The Lessee must prove their identity by means of presenting an official document (passport, identity card, travel card, ½ price discount card, driver's licence).

#### 3.2 Use of the vehicle and limitations of use

The Lessee undertakes to comply with road traffic regulations and to use the rental vehicle and all accessories appropriately and carefully. It is not permitted to ride a rental vehicle in a state in which reactions are impaired, caused in particular by alcohol, medication, drugs, fatigue or illness.

The Lessee is responsible for all damages caused to the rental object or third party objects as a result of negligence or improper use of the rental object. The following are not permitted: any form of wrongful use of the vehicle; transportation of one or more additional persons on the luggage rack; riding over obstacles that could obviously cause damage to the vehicle. The use of rental objects for racing purposes is forbidden.

#### 3.3. Returning the vehicle

The Lessee is obliged to return the rental vehicle to the Lessor during business hours at the time of expiry of the rental period as stated in the rental contract, and at the place specified in the rental contract. The Lessee shall be liable to pay the rental price for rental objects that are returned too late or to the wrong location, as well as any costs incurred as a consequence. The vehicle and all accessories rented in addition or supplied by the lessor, such as chargers, child seats, keys, bike helmets, etc. must be returned to the Lessor in a fault-free condition upon return of the vehicle. The Lessee shall be billed in the case of loss of or damage to the accessories.

### 4. Extension of the rental period

An extension of the rental period is possible only with the approval of the Lessor prior to termination of the current rental relationship. The Lessor may refuse an extension without specifying reasons.



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The rental price shall be re-calculated; the surcharge must be paid at the latest when returning the vehicle.

## **5. Minimum age of Lessee**

### **5.1 General minimum age**

Children and adolescents under 16 years of age must be accompanied by an adult. Rental bikes may only be handed out to children and adolescents under the age of 16 who are not accompanied by an adult with the written approval of their parents or guardian.

### **5.2 Legal provisions regarding e-bikes**

Due to legal regulations, the minimum age for using an e-bike with a motor capable of speeds of up to max. 25 km/h is 16 years. (Art. 5 para. 2 sub. d and Art. 6 para. 1 sub. f of the Swiss Traffic Authorisation Regulation, VZV) Lessees between 14 and 16 years of age require a Swiss class M moped driving licence (Art. 3 para. 3 of the Swiss Traffic Authorisation Regulation, VZV).

To rent an S-Pedelec 45km/h, a Swiss class M moped driving licence is required at least (or car driving licence). It is mandatory to wear a helmet.

## **6. Services and prices**

The prices stated in the price list as published by the lessor in the brochure, which are valid at the time of the rental, shall apply inclusive of the Terms and Conditions for discounts stated in the price list. Printing errors shall be excepted. Discounts shall only be granted upon presentation of the corresponding identification document. Discounts shall be granted at the location and cannot be combined with other discounts.

## **7. Termination**

Confirmed reservations may be cancelled free of charge up to 48 hours before the rental period commences.

In the case of cancellations made less than 48 hours before the rental period commences, just as in the case of rentals that are not commenced, 100% of the rental price shall be charged. If the rental is prematurely terminated, the Lessee shall have no claim to reimbursement of the fee for the rental time remaining at the time the rental was prematurely terminated.

## **8. Liability and insurance**

### **8.1 Accident, property and liability insurance**

Insurance is the responsibility of the Lessee. With the conclusion of the rental contract, the Lessee confirms that they have adequate cover for the risks associated with riding a bicycle or an e-bike. Liability shall also apply to costs relating to damages, such as expert witnesses' fees, loss of value, repairs or loss of rental income.

### **8.2 Defects during the rental period**

In the case of defects during the rental period, the Lessee may exchange the rental vehicle for a



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bicycle of equal value at another RaB rental station. If there is no station close by or no replacement bike available, the Lessee can have the defect rectified at the next specialist bike retailer subject to the consent of RaB. The repair costs may be claimed from the Lessor against receipt. In all cases, the Lessee is responsible for the return of the bicycle to the nearest rental station.

### **8.3 Damages, theft and loss**

The Lessee is obliged to inform the lessor of any damages or losses that occur. The Lessee is liable for all damages to the rental object and its accessories during the rental period caused by falls, vandalism, forces of nature, manipulation, chance (puncture due to pieces of broken or glass), impacts incurred during transport as well as due to improper use or use in any manner other than that for which it was originally intended. Customers shall be directly charged at the rental station for costs resulting from minor damages and loss of materials as per the official RaB price list. The Lessee shall be liable for the theft or loss of the rental object or the accessories during the rental period. As a matter of principle, the vehicle is always to be secured. In cases of loss, the Lessee shall be charged the replacement value. Should the Lessee hand over the vehicle to a third party, the Lessee shall, as a matter of principle, be responsible for damages and consequential damages caused to the vehicle by that third party.

### **8.4 Accidents**

Accidents and falls resulting in material damage must, in all cases, be reported to RaB immediately. Should individuals be injured and/or third party property damages be incurred or a third party be involved as the possible (co-)causer, then the police must be involved immediately and an accident report completed. A copy of this report must be sent to RaB.

## **9. FINAL PROVISIONS**

### **9.1 Liability of the Rental Company**

The Lessor accepts no responsibility and excludes any liability for damages suffered by the Customer as a result of the execution of this contract, unless intent or gross negligence on the part of the Rental Company can be proven.

In general, the Lessor shall not be liable for indirect damages, consequential damages, damages to third parties and loss of profit.

### **9.2 Liability of the Customer**

If the Customer damages or steals the rental vehicle or fails to return it in an orderly manner or breaches their obligations outlined in the Terms and Conditions, the Customer is liable primarily in accordance with the provisions included in these Terms and Conditions, and subsidiarily in accordance with statutory regulations. The liability of the Customer also encompasses additional costs relating to the damage, e.g. expert witnesses' fees, repair costs and loss of use.

### **9.3 Insurance**

Insurance (accident, property and private liability insurance) is the responsibility of the Customer.

### **9.4. Applicable law and place of jurisdiction**

This contract is subject to Swiss law. The exclusive place of jurisdiction is Willisau (LU).