

Allgemeine Mietbestimmungen / General Rental Conditions / General Rental Conditions

(As of 21.03.2021)

1. CONTRACT DURATION

1.1. Contracting parties

The contractual partners are the tenant and Danilo Hondo Lifestyle Base SLU with CIF B57906836 hereinafter referred to as the landlord. The landlord is obliged to provide the renter with the bicycle specified in the rental form (racing bike, e-bike, MTB, trekking or city bike, accessories, etc.) as well as other rental items (hereinafter referred to as "rental items") for the duration of the contract in a usable and roadworthy condition. The tenant is obliged to pay the total rental price in advance when concluding the contract. The prices of the price list valid at the time of rental apply.

The landlady accepts all major debit and credit cards such as EC, Maestro, Visa and MasterCard. Payment can also be made by bank transfer to our bank account.

1.2. Duration of the contract and liability for default

The tenancy over the leased property is concluded for a definite period of time. If there is a delay in the return, the rental agreement will not be extended. If the tenant does not return the leased property to the landlord at the end of the agreed rental period – even through no fault of his own – the landlord is entitled to demand a fee for the duration of the lease as compensation for use, at least in the amount of the previously agreed rent; the assertion of further damages is not excluded if the tenant is responsible for the delay.

1.3. Early return

If a tenant returns the rented property before the contractually agreed end of the rental period, he is not entitled to a refund of the difference. The right to extraordinary termination for good cause remains unaffected by this.

2. USE AND RETURN OF THE LEASED PROPERTY / NOTIFICATION OF DAMAGE AND OTHER OBLIGATIONS

2.1. Condition of the leased property and unauthorized use

The landlord provides the tenant with the rented items in professional, usable and roadworthy condition as well as cleaned. The renter is obliged to use the rented items and especially the bicycle carefully and professionally and to observe the road traffic rules. The renter is prohibited from using the bike under the influence of drugs and alcohol. The transport of passengers is also prohibited. The tenant is prohibited from making alterations to the rented property and other interventions in the rented property. Extensions must be agreed in advance with the landlord and are permitted at your own risk.

2.2. Notification obligations

If damage occurs during use, either through fault or through no fault of his own, the tenant must notify the landlord of this damage immediately. The tenant has the duty to inform the landlord of all details of the course of the damage. If damage causes the bicycle to be no longer fit for use, the lessor will provide the renter with an equivalent replacement wheel (if available). Liability in accordance with Section 4 remains unaffected.

2.3. Exchanges

In the event of an exchange of the leased property, the landlord is entitled to charge a fee of EUR 10, unless the exchange is based on a defect that already existed at the time of handing over the leased property and the leased property is not fit for use.

2.4. Obligation to report theft and accident

In the event of theft or traffic accident, the tenant must immediately notify or call in the police with the help of the landlord and inform the landlord. Otherwise, the tenant is liable to the landlord for damages resulting from the violation of this obligation.

2.5. Returns

The tenant is obliged to return the leased property after the termination of the lease in the same condition in which it was handed over to him. The return of the rented item takes place at the bike station where the rented item was rented by 6 p.m. on the last day of rental. The final cleaning of the rented property is included in the rental price. If the rented property is returned extremely or exceptionally dirty, the landlord reserves the right to charge a cleaning fee of € 10.00. The tenant's copy of the contract must be brought along for return.

3. LIABILITY OF THE LESSOR FOR DAMAGE AND LOSS

3.1. Scope of liability of the landlord

The landlord is only liable to the tenant for intentional or grossly negligent breaches of duty or their assistants. This does not apply in the event of injury to the life, limb or health of the tenant. In these cases, the landlord is also liable in the event of simple negligence on the part of its legal representatives or assistants. For other culpable breaches of essential contractual obligations, the landlord is liable, regardless of the legal grounds, only for contract-typical and foreseeable damages. In all other respects, the liability of the provider is excluded.

3.2. Exclusion of Liability for Unauthorized Use

The Lessor shall not be liable in the event of unauthorised and/or unauthorised use of the leased property in accordance with Section 2.1.

4. LIABILITY OF THE RENTER FOR DAMAGES AND LOSSES

4.1. General liability of the tenant

The tenant is liable to the landlord for damage, loss and violations of other contractual obligations incurred during the rental period. If, as a result of damage to the leased property for which the tenant is responsible, there is a specific loss of rent due to a longer repair, the tenant is liable for each repair day up to the amount of one day's rent. In the event of destruction of the leased property, liability is measured according to the current price for the corresponding good according to the landlord's sales list. The rent paid by the tenant is deducted from the list price. In the event of damage, the renter is liable in particular for repair costs and spare parts. Further damage remains unaffected.

4.2. Liability in the event of theft

The tenant is also liable to the landlord for theft or other loss of the rented property. In the event of theft and loss, the tenant is liable up to the amount of the current price of the landlord's sales list. The rent paid by the tenant is deducted from the list price. This limitation of liability does not apply if the tenant caused the damage intentionally or through gross negligence.

4.3. Reimbursement of the amount of liability

If the leased property is found again after theft, the Lessor will reimburse the Tenant the amount of liability in accordance with Section 4.2 if the Lessor is still in a condition in which the Lessor can continue to rent it out at its equitable discretion. The landlord exercises the equitable discretion from the point of view of a conscientious and prudent expert and, if necessary and as a gesture of goodwill, essentially informs the tenant of the basis of the decision.

4.4. Exclusion of liability of the tenant

The landlord offers a disclaimer, which can be requested and booked in addition to the rental property. The disclaimer includes a deductible depending on the category (category SUPER PRO/MEGA PRO 250.00 €, category PRO PLUS 200.00 €, category ADVANCED/PRO 150.00 €, category BASIC/BASIC PLUS 100.00 €). Theft is generally excluded from the exclusion of liability - Section 4.2. From the moment of handover from the landlord to the tenant, the tenant is liable. The tenant must ensure that the rented property is appropriately secured.

4.5. Collateral

For the rental item and all included equipment, such as handlebar display/control unit, lock, saddlebag with spare tube, the lessor can request a security deposit as a deposit when concluding the contract, which will be deposited with the landlord for the duration of the rental. This will be returned to the tenant when the rented property is returned properly.

5. GENERAL PROVISIONS AND APPLICABLE LAW

5.1. Written form, completeness and severability clause

The contract is subject to the written form. Changes or additions to the contract must also be made in writing. There are no oral ancillary agreements. The legal invalidity of individual parts and provisions of these General Rental Terms does not affect their validity in all other respects.

In the event of a translation, the German version is legally binding.

5.2. Choice of Law and Place of Jurisdiction

The provisions of this contract are governed by Spanish law. For all disputes arising out of or about this contract, the place of jurisdiction shall be Palma de Mallorca.

5.3. Offsetting

Offsetting against claims of the landlord is only permissible with undisputed or legally established claims of the tenant.

6. Withdrawal of the tenant (cancellation)

6.1. The tenant may withdraw from the rental agreement until the beginning of the service. The receipt of the declaration of withdrawal by the landlord is decisive. The tenant is recommended to declare the withdrawal in writing.

6.2. If the tenant withdraws from the lease, the landlord may demand reimbursement of her previous expenses. When calculating the compensation, usually saved expenses and usually possible other uses of the benefits must be taken into account.

6.3. The Lessor may either calculate this claim for compensation specifically or, taking into account the following conditions, flat-rate it as a percentage of the total price of the service:

- up to 30 days* = 20% of the rental price
- from 29th to 22nd day* = 35% of the rental price
- from 21st to 14th day* = 50% of the rental price
- from 13th to 7th day* = 80% of the rental price
- from 7th to 1st day* = 100% of the rental price

(* = before the start of the contractually owed service)

7. Force majeure

7.1. If the performance is significantly hampered, endangered or impaired at the time of conclusion of the contract as a result of unforeseeable force majeure, both the guest and the landlord may terminate this rental agreement.

7.2. In the event of termination, the Lessor retains its claim to the rental price, but reduced in the ratio in which the value of the service in a defect-free condition would have stood to the real value at the time of conclusion of the contract.

Danilo Hondo
Danilo Hondo Lifestyle Base S.L.U.

ESB57906836

Pol. 8, Parcel·la 958
Av. Dels Benvinguts
07660 Cala d'Or – Santanyí

Mallorca – Illes Balears
Espana