

BIKEMOTIONS - BIKE RENTAL and BIKE TOURS CONTRACT

Definition of terms:

Company: Bikemotions (Vicicling SL - NIF B65511321), the company that offers bicycle rental services and bicycle tours according to these terms and conditions.

Client: Natural or legal person who acquires the bike rental service or Bikemotions tours and who, with his or her signature, confirms that he or she has read, understood and accepted the terms and conditions of this contract without any exception, extending the conditions of this contract to all people who rent bicycles in this contract under their name, guaranteeing with the signing of this contract the civil and economic responsibility of the entire group.

Both parties recognize sufficient legal capacity to grant this contract, which is governed by the following stipulations.

1.- Contractual relationships. The Client rents the described material from the Company with the indicated price and duration, complying with and making the rest of his group comply with all the described conditions, whether for a rental or for a tour organized by the Company.

2.- Delivery of the bicycle. The Client receives the bicycles and additional material in perfect conditions of use, clean and inspected. Any claim regarding the condition of the bicycle must be formalized at the time of delivery.

3.- Return of the bicycle. The Client has the obligation to return the bicycle, including the loaned accessories, at the established time and place. The bicycle will be returned in the same conditions of use as at the time of delivery. Loss of components and accessories, as well as damage caused, must be notified at the time of return and will be invoiced to the customer.

4.- Extension of the rental contract. The extension of the contract will require the consent of the Company. The extension must be requested before the expiration date of the current contract at the contact telephone number of the contract. Upon return of the bicycle, the supplement to the rental price will be paid. The extension may be denied without justification. Extension without prior notice will have a penalty of €20 per bicycle starting 15 minutes after the contract expires.

The Company will not make any refunds for rental bicycles that are returned before the end of the contractual period.

5.- Cancellations. When the customer cancels a bicycle rental:

- Up to 48 hours before the start of the bicycle rental, the total amount paid will be refunded less bank fees, management fees and occupancy costs: €10.
 - Between 48 and 24 hours in advance, 50% of the total amount of the activity is returned.
 - With 24 hours or less notice or if you do not attend the activity, you lose the amount paid.
- Cancellations can only be made via e-mail (info@bikemotions.es)

For reservations of more than 6 bicycles or guided tours, the group cancellation conditions will apply. If you do not have them, please ask Bikemotions for them before confirming the reservation.

6.- Minimum age of the rental contract. Minors under 18 years of age must be accompanied by an adult responsible for them, guaranteeing with the signing of this contract the civil and economic responsibility of the minors and the entire group. The minimum recommended age for the use of electric bicycles is 14 years.

7.- Prices and payment. The applicable prices are those that the company publishes at the time of contracting. Payment for both bicycle rental and tours must be made in advance.

8.- Customer Responsibility / Accident. The Client is aware of the risks involved in riding a bicycle and will be solely responsible for any damage caused to himself or third parties or to any property, movable or immovable, due to normal or abnormal use of the bicycle. Bikemotions (Vicicling SL) does not assume any type of responsibility that may arise from non-regulatory riding or in the event of a possible accident, is exempt from any damage that the user may suffer or cause while using the bicycle, and is not responsible for claims for accidents, injuries, blows or damage caused to themselves and/or third parties or their property, or due to loss of objects during the rental period. You are not authorized to participate in championships or competitions.

In the event of an accident, loss, theft or improper treatment of the bicycle, the rental customer is financially responsible for the amount to be covered for repair costs, the maximum being the recovery value of an identical model.

The price you must pay to Bikemotions is €1,100 for an eBike, € 1,300 for an eMTB, €600 for the MTB, €400 for the conventional bicycle and €200 for the child's bicycle. For a padlock not returned or a lost key; €20, for a helmet €30 and for a baby seat €50. The current market rates will be used to pay for bicycle damage (rims, tires, cranks, pedals, steering, handlebars, saddle, engine...).

In the event of an accident or incident that affects the mechanical conditions of the bicycles, the Client is obliged to immediately notify the authorized contact telephone number (+34 649273332) and stop using the bicycle. If serious personal injury is involved, they should call 112.

Clients rent the bike or participate in a tour at their own risk and must take out their own insurance. For non-residents, the insurance must cover their stay in Spain, including accidents.

Ride carefully and safely and if you wish to take out insurance, please contact an insurance company directly.

If the client does not have insurance, they can contract this with one of the following insurers (direct contract between the client and the insurer) or any other that they trust:

www.segurartic.com www.segurodeaventura.com

9.- Breakdown. In the event of a bicycle breakdown, there is free assistance within a 15 km radius of our bike center. You must notify the authorized contact telephone nr. (+34 649273332) and stop using the bike.

10.- Traffic regulations. For both bicycle rental and bicycle tours, the client must obey all national traffic laws and the instructions of the Company's personnel.

It is the responsibility of the client and his/her companion(s) to respect Spanish traffic laws and regulations and must not ride under the influence of alcohol or other drugs. Riding against the flow of traffic, with headphones or using a cell phone is not permitted. Bikemotions is not responsible for any type of claims.

11.- Client capabilities. By renting a bicycle or taking a bicycle tour, the client declares:

- That they are in good physical condition, that is, they do not suffer from any illness or medical condition that influences their riding ability.
- That they are able to ride a bicycle correctly.

Bikemotions reserves the right to judge the capabilities and skills of a customer or rider prior to use.

12.- Obligations of clients.

- The client must treat the bicycle correctly and must return the rented material in its original condition. Riding the bicycle with caution and safety is essential.
- A helmet is included for all participants and its use is mandatory. If the client chooses not to wear it, the Company is not responsible for the consequences.
- The use of the bicycle by a person other than the Client/lessee or authorized person will be done under the exclusive responsibility of the client, who will always be responsible for any problem mentioned above.
- Partial or total disassembly and/or manipulation of the bicycle is prohibited.
- The use of the bicycle on terrain or conditions inappropriate for bicycles, such as stairs, slopes, ramps, etc is prohibited. Nor will paths that are not suitable for the selected bicycle model be used.
- The user agrees to park the bicycle in appropriate areas that do not increase unsafe situations and are properly monitored.
- The client must present an ID, passport or license, which will be verified when delivering the bicycle.

13.- Data protection. The client's personal data will be processed by Bikemotions in accordance with the General Data Protection Regulation of the European Union. By processing this data, the Company can execute the contract, offer the client the best service and make personalized offers. The client may request inspection or correction of his or her personal data and file objections. Objections from the client regarding data processing for direct shipments will be always attended to.

14.- Applicable law. The contract is governed by Spanish law. For the resolution of any conflict that may arise under this contract, the contracting parties will submit to the jurisdiction of the courts and tribunals of Barcelona, Spain.

15.- Responsibility Clause: I freely agree to sign this contract, which I have read in its entirety, and I am responsible for communicating its conditions to the rest of the participants that I include in this contract.

- Accept