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Terms and conditions for bike rental

1 Scope

The bicycle rental is carried out by the company Titlis Sport AG & Titlis Rent AG (hereinafter referred to as the landlord)

based in Engelberg, which is the owner of the rental bikes. These General Terms and Conditions are an integrated part of the rental agreement. By signing it, the tenant confirms that he has read, understood and unconditionally accepts these rental conditions. No distinction is made depending on whether bicycles are rented with or without an electric drive. These General Terms and Conditions include all bicycles, hereinafter referred to as "bicycles".

2. Contractual relationships

The contract is concluded between the landlord and the customer.

3. Bicycle collection

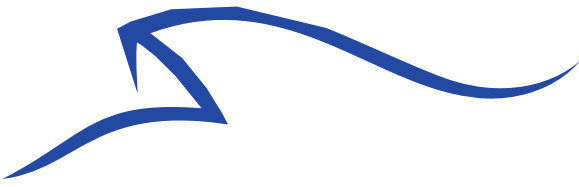
The renter takes over the bike in a safe and clean condition. Complaints from the tenant must be reported to the landlord when the bike is handed over. The tenant must identify himself with an official document (identity card, identity card, passport, driving license).

4. Bicycle return

The tenant is obliged to return the bicycle to the landlord at the latest at the end of the rental period specified in the rental agreement. The rental price for rental objects returned late as well as the resulting costs will be claimed by the landlord from the tenant. The bicycle and all accessories provided by the landlord (bike helmets, backpacks, batteries, protectors, etc.) must be returned to the landlord complete and in perfect condition when the bicycle is returned. The costs in the event of loss or damage will be charged to the tenant.

5. Extension of the rental period

An extension of the rental agreement is only possible with the express consent of the landlord before the end of the current rental agreement. The landlord can refuse the extension without giving reasons. The rental price will be recalculated and the surcharge must be paid at the latest when the bike is returned.



6. Minimum age of the tenant

Children and young people under 16 must be accompanied by an adult. Rental bicycles may only be given to children and young people under the age of 16 who are not accompanied by an adult with written permission from their parents or guardian. By law, the minimum age for driving an e-bike with assistance up to a maximum of 25 km/h is 16 years (14 years with a moped ban).

7. Services and prices

The prices on the landlord's website apply. The valid public discount regulations are included in this price list. Subject to printing errors! Any discounts will be granted on site and cannot be combined.

8. Liability and Insurance

8.1 Liability insurance

Insurance is the responsibility of the tenant. By concluding the rental agreement, the tenant confirms that he has liability insurance and therefore sufficient coverage of the risks associated with a journey by bicycle or e-bike. Liability also extends to follow-up costs such as expert costs, reduction in value or loss of rent.

8.2 Defects during the rental period

If there are defects during the rental period, the renter can exchange his bike with the landlord for an equivalent bike, provided one is available.

8.3 Damages

The tenant has the obligation to notify the landlord immediately of any damage that occurs. The tenant is liable for all damage caused to the rental property and its accessories during the rental period due to falls, vandalism, natural hazards, manipulation, impacts from transport as well as improper or unintended use. The costs for minor damage and loss of materials will be charged to the customer at the landlord's prices.

8.4 Theft and Loss

The tenant is obliged to immediately report any losses and thefts to the police to the landlord. If the rental property or accessories are stolen or lost during the rental period, the tenant is fully liable. The bicycle must always be secured or locked. The loss will be billed to the tenant at the replacement value. If the renter hands the bike over to third parties, he is generally liable for damage and consequential damage caused to the bike by third parties.

8.5 Accidents

Accidents and falls that cause property damage must always be reported to the landlord immediately. If people are injured and/or property damage occurs to third parties, or if a third party is involved as a possible (co-)culprit, the police must be contacted immediately and an accident report filled out. A copy of this must be sent to the landlord.

9. Use / Prohibitions

The renter undertakes to comply with the road traffic law and to use the bike properly and carefully. The tenant is responsible for all damage resulting from negligence or improper use of the rental property or third-party properties. Any misuse of the bicycles, the transport of one or more additional people and the driving over obstacles where the vehicle could obviously suffer damage are not permitted. The landlord declines any liability in these situations.

10. Applicable Law and Place of Jurisdiction

The landlord endeavors to resolve any discrepancies out of court. If the parties do not come to an agreement, the landlord reserves the right to take legal action. This contract is subject to Swiss law. The exclusive place of jurisdiction is Engelberg (OW).

