



TERMS AND CONDITIONS IRIS MARKETING TURISTICO S.L. / ACTIVE MALLORCA
The terms and conditions have been translated into English for information only.
The Spanish version is legally binding.

The following terms and conditions apply to the commercial rental of bicycles of any kind and their accessories - usually of the business operations of Iris Marketing Turistico S.L./ Active Mallorca.

1) CONTRACTUAL PARTNER

Contractual partners are the renter and the business operation of Iris Marketing Turistico S.L./ Active Mallorca. Between the contracting parties a rental contract is to be filled out completely and to be signed by both before renting. The contract is subject to the written form. Changes or additions to the contract also require the written form. Verbal side agreements do not exist. The Bike Station is obligated to provide the Lessee with the bicycle designated in the rental form, with the the agreed equipment for the duration of the contract in a usable and roadworthy condition. The renter is obliged to pay the total rental price in advance when making a binding reservation. The prices of the price list, valid at the time of reservation, shall apply.

2) DURATION OF THE CONTRACT AND LIABILITY FOR DEFAULT

The rental relationship for the rental object is concluded for a definite period of time. If there is a delay in the return, there is no extension of the lease. If the Lessee does not return the rental object to the Bike Station at the end of the agreed rental period, even if this is not the fault of the Lessee, the Bike Station shall be entitled to demand compensation for the period of non-retention as compensation for use at least in the amount of the previously agreed rental fee; the assertion of a further claim for damage is not excluded if the Lessee is responsible for the delay.

3) EARLY RETURN

If a Lessee returns the rental object before the contractually agreed end of the rental period, then he has no right to reimbursement of the difference. The right to extraordinary termination for cause remains unaffected.

4) CONDITION OF THE RENTAL OBJECT AND UNAUTHORIZED USE

The Bike-Station shall provide the rented items to the Hirer in a proper, serviceable and roadworthy condition as well as cleaned. The renter is obliged to use the rented items, and in particular the bicycle, carefully and in a professional manner and to observe the traffic regulations. The renter is prohibited from using the bicycle under the influence of drugs or alcohol. The transportation of passengers is also prohibited. The renter is not allowed to modify or otherwise interfere with the rental object.

5) OBLIGATION TO NOTIFY

If damage occur during use, whether due to fault or not, the Lessee shall notify the Bike Station of such damage without delay. In doing so, the renter has the obligation to inform the Bike-Station about all details of the damage.

6) DUTY TO REPORT THEFT AND ACCIDENT

In case of theft or traffic accident, the Renter shall immediately notify the police with the assistance of the Bike Station or call them in and inform the Bike Station. Otherwise, the Hirer shall be liable for any damage resulting from the breach of this obligation.

7) RETURN

Upon termination of the rental agreement, the Lessee shall be obliged to return the rented item in the same condition in which it was handed over to him/her, except for usual soiling. The bicycle shall be returned to the bike station that issued the rental item. The return to another bike station is possible

only with prior agreement. Final cleaning is included in the rental price. The copy of the contract of the renter is to be brought to the return.

8) GENERAL LIABILITY OF THE RENTER

The renter is liable to the Bike-Station for any damage, loss and injuries of other persons damage, loss and violation of other contractual obligations. If, as a result of damage to the rental object for which the Hirer is responsible, there is a loss of rent due to a longer repair, the renter is liable for each day of repair. In the event of destruction of the rental object, liability shall be measured up to the current replacement value of the rental object. In the event of damage, the Lessee shall be liable in particular for repair costs and spare parts.

9) LIABILITY FOR THEFT

The Lessee shall also be liable for theft or other loss of the leased property. In the event of theft and loss, the renter is liable up to the amount of the respective replacement value of the rental object, as well as the amount of the loss of rent for two weeks of the respective season.

10) INSURANCE

A material insurance, which covers the bike in the event of a fall or accident, can be taken out voluntarily. The costs are staggered as follows:

daily rate in € per bike	bike type/ model	deductible in the event of damage
€ 10,-- for the entire rental period	road bike aluminium, trekking bike (level 1, level 2), mtb hardtail, fitness bike, city bike, children bike	€ 50,--
€ 2,--/ day	road bike carbon, triathlon bike, e-trekking bike, e-city bike	€ 150,--
€ 3,--/ day	road bike carbon with disc	€ 200,--
€ 4,--/ day	road bike with Di2, e-road bike	€ 300,--

A concluded material insurance cannot be reimbursed. The deductible in case of damage depends on the rented bike type or bike model (see table).

The insurance does not apply to bicycle parts and/or accessories lost during the rental period, as well as to all types of tire damage. Tire damages are always to be settled on your own. We do not send a mechanic free of charge to repair a bicycle.

There is no theft insurance.

11) TERMS OF PAYMENT

The total payment is due no later than 30 days before the first day of rental. The written confirmation of your reservation is also your pick-up slip/ voucher. This must be presented at the rental station when collecting the bike.

12) CANCELLATION OF THE CONTRACT

The renter may cancel the reservation at any time before the start of the rental period. The cancellation must be made in writing.

If the renter withdraws before the start of the rental or does not appear (no-show), Iris Marketing Turistico S.L. loses the right to the rental fee. Instead, Iris Marketing Turistico S.L. may, insofar as it is not responsible for the cancellation or in the event of force majeure, demand reasonable



compensation for the arrangements made up to the cancellation and for its expenses, depending on the rental price in question.

Iris Marketing Turístico S.L. has staggered this claim for compensation, i.e. taking into account the proximity of the time of cancellation to the contractually agreed beginning of the rental period, in a percentage ratio to the rental price. The compensation will be calculated according to the date of receipt of the notice of cancellation by the renter as follows:

In the event of cancellation **up to the 15th day** before the start of the rental period, the entire invoice amount will be refunded, i.e. 0% cancellation costs. **From the 14th to the 08th day** before the beginning of the rental period, the cancellation costs are 50% and **from the 07th day** before the beginning of the rental period, the cancellation costs are 100% of the rental price.

13) JURISDICTION

The place of jurisdiction for all disputes arising from the rental agreement is Palma de Mallorca, Spain.

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