



Bike rental letter

The Undersigned _____

born in _____ on _____

resident in _____ street _____

phone _____ e-mail _____

asks and obtains from CHP Gestioni srl the rental of n _____ bicycle _____

model _____ measure _____

Declares to have read and awareness of the terms and conditions of rental and the regulations for the provision of the bicycle rental service that constitutes for all legal purposes a user contract whose general contractual conditions state to know and accept, with particular reference to the consequences on the charterer in case of damage caused during the use of the bicycle to himself.

The Customer also declares to be informed, pursuant to D. Lgs. 196/2003, that:

- a) the personal data provided will be processed for institutional purposes related or instrumental to the management of the service;
- b) the processing of the personal data provided will be carried out with computerized and manual methods and in any case in order to ensure the protection of data confidentiality;
- c) the provision of data is mandatory both in order to be able to access the service and to allow the Service Manager to be able to manage the subsequent procedural requirements; failure to provide the requested data makes it impossible to access the service;
- d) the data provided may be communicated to other public or private entities only for strict procedural requirements

(The Customer)



RENTAL AGREEMENT

The rental of bicycles and accessories referred to in this contract is governed by these general rental conditions, the rental letter, the price list published on the website www.noleggiobiccagliari.it and the price list for damage to bicycles and accessories also defined "Maintenance table" (all of the following for simplicity defined "Rental documentation"). These General Conditions have been drawn up in accordance with the provisions of Legislative Decree no. 206/2005, Part III, Chapter I, Sez. Subsequent amendments and additions. Every purchase transaction is governed by the provisions of D. Lgs 185/99 and with regard to the protection of privacy is subject to the legislation of D. Lgs 196/2003.

1. ACCESS TO THE SERVICE

Manager of the service of rental of bicycles and accessories is CHP Gestioni srl based in Cagliari, Viale Regina Margherita 6 registered in the Business Register of Cagliari C.F. and P.IVA 03985190929 - cap. social € 10.000. Client means the person who signs the rental agreement for personal use and/or in favour of third persons (e.g. accompanied minors). In the case of rental of several bicycles by a single customer, each vehicle will be combined with a specific user. The Customer, without prejudice to the general rules on civil liability, makes himself guarantor and responsible for any damage caused by the driver of the bicycle subject to the contract. To obtain the rental of a bicycle and any accessories the customer must deliver, a valid ID. The use of the bicycle is reserved for adults unless the minor is accompanied by a person of legal age, who assumes responsibility for it.

The Service Manager may refuse to rent the bicycle to a person not considered able to conduct it (in accordance with Articles 186 and 187 of the Highway Code) or for other reasons and at the discretion of the Manager.

To confirm your reservation, 100% advance payment is required (Price list attached).

It is understood that, in the event of application of the law to protect the consumer in the matter of distance selling, the Customer has the right to exercise the right of withdrawal within 14 days following the conclusion of the contract or, if later, on the date of receipt of the contractual documentation; in this case the Service Manager will proceed with the return of any consideration already paid by the Customer, net of costs incurred.

The aforementioned right of second thought is not applicable within 24 hours prior to the delivery time. In the case of cancellation of reservations, in the event that it cannot operate the right of rethinking previously governed, the amount paid as a penalty will be withheld as a fee for bicycle rental and accessories.

2. HOW TO REQUEST THE SERVICE

The customer can formulate a rental proposal via the website www.noleggiobiccagliari.com. The delivery and the redelivery will be executed from staff assigned near the parking of Piazza Deffenu to Cagliari.

3. DELIVERY AND BACK OF THE BICYCLE

At the time of delivery of the bike the Customer and the Service Manager, will verify the status. By taking delivery of the complete bicycle of any accessories, the Customer recognizes them mechanically efficient and declares to have checked them beforehand and to have found them suitable for the agreed use. Any aesthetic damage present at the time of delivery will be reported on the rental conditions.

The Customer undertakes to return the bicycle and accessories at the same place of initial delivery and at the set times. The return at a place other than the initial delivery must be authorized in advance and, in this case, the related costs of recovery of bicycles by the rental manager, will be charged to the customer and added to the rental cost.

The rental conditions do not provide any kind of assistance during the trip the rental period. In case of mechanical failure not dependent on bike malfunctions, the Customer must provide for the repair independently.

In case of damage due to obvious malfunction, the Customer must provide for the repair with prior agreement and charge of the related costs to the Service Manager only if previously authorized by these.

In case of delay in the return of the bicycle or accessories compared to the agreed time, will be charged the cost of half a day rental every 4 hours of late delivery.

4. USE OF THE SERVICE

The bicycle is to be used exclusively under the responsibility of the customer, only as a means of transport for recreational purposes.

The Customer is bound to the diligent custody and undertakes to return the bicycle and accessories in the state and

in the conditions in which they were at the time of their delivery. In case of new damage will be charged the sum defined by the Maintenance Table that the Customer with the subscription of the Charter Letter declares to have read, understood and accepted. The Customer must comply with the instructions of use and the current rules of the highway code and will be considered the only responsible entity in case of possible breach of the same.

The use of the bicycle presupposes the physical fitness of those who intend to conduct it. Therefore, the customer, subscribing

the conditions and the charter letter, assumes all responsibility by declaring to be equipped with adequate physical ability to drive and manage the bike, thus taking full responsibility for any damage caused by his fault or negligence.

There is no provision for any preventive insurance for damage or theft of the bike, but exclusively an optional form of Third Party Liability Insurance Policy, from stipulate separately with charges in addition to the rental cost.

5. DAMAGE AND THEFT

The Customer is responsible for damages caused during the use of the medium to himself, to third parties, to third parties, to the bicycle and accessories. Any fact, damage or injury resulting from the circulation and use of the bicycle is attributable only to the customer. The customer is therefore solely responsible for the damage caused by negligent use of the medium to itself, to third parties, to things and to the medium itself.

In the case of damage and/or breakage caused to the rented vehicle or accessories not attributable to a normal use of the same, the customer will have to pay to the Manager of the rental, the damages caused. The relative costs of repair are indicated in the Maintenance Table.

In case of failure to return the bicycle or irreparable damage to the same, the customer must refund to the Manager the damage suffered by paying the amount corresponding to the current list price of bicycles or individual additional components as indicated in the Maintenance Table. In case of failure to return the bike for reasons due to the theft of the same, the customer must submit to the rental service manager, a copy of the theft report submitted to the relevant offices and to pay as compensation for the damage a sum equal to the list price of the bicycle and others items subject to theft, indicated in the Maintenance Table. This sum will be returned by the Manager Customer service in case of possible recovery of the means.

6. DELIVERY AND BACK OF THE BICYCLE

The violation of even one of the provisions of articles 4 and 5 will legitimize the Lessor to the resolution the contract pursuant to art. 1456 of the Civil Code and compensation for damages.

7. COMPETENT COURT AND JURISDICTION

The rental relationship referred to in this Agreement and any other relationship arising therefrom shall be governed by Italian law. For any dispute arising from the relations governed by the "Documentation of Rental", without prejudice to the provisions of article 33, paragraph 2, letter u, of the Code of Consumption (Legislative Decree. 206/2005) and that is the Forum where the Consumer, is the exclusive jurisdiction of the Court of Cagliari.

Cagliari, _____

(The Customer)

(The Charterer)
