

CONSUMER HIRE AGREEMENT

Velolake S.r.l.s., with registered office in Torbole (TN), Via delle Busatte no. 24, tax identification number 02492640228, *in the person of its pro tempore legal representative* (Supplier)

1. SUBJECT OF THE CONTRACT

1.1 The Supplier Velolake undertakes to deliver the goods, the pedal assisted and/or classic bike, in full working order and in excellent condition, upon payment.

1.2 In signing this agreement, the Customer hereby agrees to the following:

- to proceed with payment;
- to have examined the bicycle;- to have received the bicycle in excellent condition and in full working order.

1.3 The Customer/User must report any detected faults to Velolake personnel upon the collection of hired goods.

2. Requirements

2.1 The Customer must present the following:- Valid ID for all users who will use the bicycle;- credit card number and/or required deposit (deposit amounts to 10% of list price of hired goods which will be held until redelivery of goods).

2.2 Suitable physical condition and technical skill are required for bicycle use. In hiring a bicycle, the user declares to have suitable skills and expertise.

2.3 Users who ride a bike beyond residential areas half an hour after sunset and half an hour before sunrise are required to wear a reflective high visibility waistcoat or sash belt (art. 182 Highway Code).

3. Liability

3.1 The customer is responsible for the possession of goods until their return, as well as for any damage to themselves, the bicycle, third parties or persons, during the use of said goods.

3.2 In case of loss, theft, damage and/or destruction of goods or accessories, the Customer will be required to pay compensation to Velolake for any damage incurred, quantifiable as follows:

- full value of goods in case of loss/theft/destruction of goods, or
- full value of repair costs in case of damage.

3.3 In case of theft and/or loss of hired goods, the Customer must submit an original copy of the report issued by competent bodies, and pay the full amount of the value of the stolen/lost bicycle. The Customer must report theft/loss immediately to competent authorities and failure to do so will mean that the Customer/User will be charged the full amount of goods. If stolen/lost goods are found within 48 hours from theft/loss, Velolake will write off any previously paid amounts.

3.4 The Customer and/or User undertakes to use the hired bicycle with due care, common sense and diligence, while also endeavouring not to cause damage to things and/or third parties.

3.5 The Customer undertakes to park and store the bicycle in a safe place during the day and night, protected from adverse weather conditions and in any case, never unattended.

3.6 If the Customer feels the bicycle is unsuitable for whatever reason, they should inform Velolake personnel immediately, at the place in which unsuitability is noticed.

3.7 Failure to return the bicycle within the agreed date or hire expiry date, without prior notification of exceptional cases/reasons (e.g. fire, breakage, natural events), will be considered theft/misappropriation and duly reported to the competent Judicial Authorities.

3.8 The Company Velolake declines all and any liability for damage to persons and/or things for the entire hire period, and for excursions/accompanied or guided tours attended during said period.

3.9 The purchase of guided excursions means that participating adults and accompanied children accept any risks deriving from the existence of objective dangers present in the area in which the excursion will take place and presupposes that participants are in the possession of suitable technical and physical capabilities for the excursion at hand.

4. Prohibitions

4.1 Use for purposes other than recreational, tourist, and occasional use of hired goods is strictly forbidden.

4.2 The transfer, hire, sale, lending or any other form of disposal of hired goods is strictly forbidden.

4.3 The use of software to increase the maximum speed of pedal assisted bikes, 25km/h, is strictly forbidden.

4.4 Leaving the bicycle unattended is strictly forbidden.

5. Conditions

5.1 Velolake may carry out checks during the use of goods without prior notice to the Customer and/or User.

5.2 Goods must be returned within the terms and according to methods requested by Velolake and/or as contractually established. The bicycle is to be collected by the Customer/User from the same place in which it must be returned at the end of hire. The Customer/User may arrange to deliver the bicycle in a different location from the agreed place of delivery: any additional price/cots/expense will be borne by the Customer/User.

5.3 In case of and/or during organised excursions, the Customer/User undertakes to:- follow the guide's instructions;- ensure correct and careful management of goods, without placing themselves and/or third parties in danger;- comply with Highway Code provisions (articles 140 et seq. of the Highway Code).

5.4 The Customer releases and holds Velolake harmless from any liability and/or request for compensation for damages which may be incurred to themselves and/or third parties during the use of hired goods. During hire, the Customer/user is not covered by any form of insurance, nor is the bicycle covered by a public liability insurance policy. Therefore, the User is required to comply with the Highway Code.

5.5 Velolake declines all liability in case of improper use of hired goods or any breaches of the Highway Code. Velolake declines all responsibility for damage to persons or things caused by the customer and/or user during excursions and/or tours.

5.6 The Customer undertakes to pay the vehicle hire fee in cash, by credit and/or debit card upon completing the online booking procedure, namely upon vehicle collection.

5.7 In case of failure to comply with contractual conditions or late customer payment, Velolake reserves the right to request the immediate return of goods.

5.8 For anything that is not explicitly referred to in these conditions, relations between the parties (Contracting Parties) are regulated by the Highway Code.

5.9 In case of any dispute which may arise between parties pertaining to these Contractual Conditions, the Court of Trento will be the exclusive Competent Court.

6 Personal data processing

6.1 Pursuant to art. 13 of Legislative Decree no. 196/2003, personal data disclosed for the purposes of concluding the hire agreement with Velolake will be processed in compliance with provisions set forth in Legislative Decree no. 196/2003.

6.2 Velolake is the data controller, with registered office in Torbole (TN), Via delle Busatte no. 24.

6.3 All User data will be processed in compliance with the principles of fairness, lawfulness and transparency.

6.4 Personal data will be processed, also with the use of electronic and/or computerised instruments, for the following purposes:

- the management of obligations deriving from this hire agreement;
- the sending of advertising material, market research or commercial communication for internal use;
- to enable competent authorities to forward notifications to Customers who break the Highway Code or any other laws.

6.5 The Customer can exercise their rights, as specified in art. 7 of Legislative Decree no. 169/2003, at any time. Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Customer hereby declares to have read, approved and specifically signs the Conditions specified in this agreement, as specified under points 1 [1.1; 1.2; 1.3] – 2 [2.1; 2.2; 2.3] – 3 [3.1; 3.2; 3.3; 3.4; 3.5; 3.6; 3.7; 3.8; 3.9] – 4 [4.1; 4.2; 4.3; 4.4] – 5 [5.1; 5.2; 5.3; 5.4; 5.5; 5.6; 5.7; 5.8; 5.9] – 6 [6.1; 6.2; 6.3; 6.4; 6.5].