

## **VELOLAKE RENTAL CONTRACT**

Velolake S.r.l, with registered office in Torbole (TN), Via delle Busatte n. 24 C.F. 02492640228, in person of the legal representative pro tempore (Supplier).

### **1. Subject of the Contract**

1.1 Velolake undertakes, for consideration, to deliver the bicycle to the Customer in full functionality and in excellent condition.

1.2 The Customer declares by signing this contract to:

1.2.1 Committing to payment; - Having examined the bicycle;

1.2.2 To have received the bicycle in excellent condition and fully functional.

1.3 It is the obligation of the Customer/User to report any anomalies found.

### **2. Requirements**

2.1 The Customer is required to submit:

2.1.1 The valid identity card for each user who will use the bicycle;

2.1.2 The credit card (security deposit is 50% of the value of the asset).

2.2 The physical fitness and technical expertise of the person who intends to ride it. The user by renting the bicycle, declares that he/she has adequate ability and appropriate expertise.

2.3 The obligation to use lights and to wear high visibility retroreflective vest or suspenders, in tunnels, and from half an hour before sunset to half an hour before sunrise(art. 182 C.d.S.).

2.4 Wearing a helmet during the rental period, even for adults

### **Liability**

2.5 The Customer is responsible for the possession of the good until its return, for the damages caused to himself, to the bicycle and to third things or persons, during the enjoyment of the good itself.

2.6 In case of loss, theft, damage, or destruction of the good or accessories, the Customer is obliged to compensate Velolake for the damages suffered, quantifiable:

2.6.1 in the value of the good in cases of loss/theft/destruction of the good itself;

2.6.2 in the cost necessary for repair in the case of damage.

2.7 The Customer, in case of theft and/or loss of the rented asset, shall submit to Velolake an original copy of the report made to the competent bodies and pay the amount equal to the value of the stolen/lost bicycle. The report must be submitted by the Customer to the competent bodies immediately, as soon as the fact of theft/loss is discovered, otherwise, the value of the asset will be charged to the non-compliant Customer/User. If the stolen/lost good is found or recovered within 48 hours after the theft/loss occurred, Velolake agrees to reverse the amount previously paid.

2.8 The Customer and/or User agrees to use the rented bicycle with care, common sense and diligence, avoiding causing damage to property and/or third parties.

2.9 The Customer undertakes to park and store the bicycle in a safe place, during the daily and night hours, avoiding leaving it unattended and in any case sheltered from bad weather.

2.10 The Customer in case he/she does not consider the supplied bicycle to be suitable, he/she shall immediately declare this to Velolake personnel at the place where the unsuitability is verified.

2.11 Failure to return the bicycle within the agreed term or expiration of the rental period, without prior notice motivated by exceptional cases/reasons (e.g. accident, breakage, natural events), will be considered as theft/undue appropriation and therefore reported to the competent Judicial Authority.

2.12 The Velolake Company disclaims any liability for damage to persons and/or property during the entire duration of rentals and the conduct of excursions, and accompanied tours.

2.13 The purchase of guided excursions implies the acceptance, by the participants' adults and accompanied minors, of the risks arising from the 'existence of objective dangers, peculiar to the surrounding environment in

which the excursions take place and assumes the fact of having the technical and physical abilities suitable for the chosen excursion.

2.14 It is the customer's responsibility to return the bicycle to the place where it was rented or delivered, including in the event of mechanical, electrical, breakage or other cases where the asset is not functioning properly.

### **3. Prohibitions**

3.1 Use for purposes other than recreational, tourist, and occasional use of the rented assets is prohibited.

3.2 The transfer, rental, sale, loan or any other form of intermediation of the asset itself is prohibited.

3.3 The use of software to increase the maximum speed of the pedal-assisted bicycle to 25km/h is prohibited.

3.4 It is prohibited to leave the bicycle unattended.

### **4. Conditions**

4.1 Velolake may make checks during the use of the good without prior notice to the Customer and/or the User.

4.2 The item must be returned in the time and manner requested by Velolake and/or contractually agreed upon. The bicycle shall be picked up by the Customer/User at the same place where the Customer/User shall subsequently deliver it once the rental is over. It is possible to arrange for the delivery of the bike by the Customer/User at a place other than the place of delivery: any higher price/cost/charge will be borne by the Customer/User. The Customer shall return the bicycle to the same place where it was picked up and/or delivered and/or to the place other than the place of delivery agreed upon pursuant to the preceding period even in the event of mechanical, electrical, breakage or other cases where the property is not properly functioning.

4.3 In the event of and/or during organized excursions, the Customer/User undertakes:

4.3.1 to follow the directions given by the escort/guide;

4.3.2 to follow proper and prudent handling of the property, without endangering himself and/or third persons;

4.4 to comply with the rules laid down in the Highway Code on traffic behaviour (Art. 140 et seq. C.d.s).

4.5 The Customer exonerates and indemnifies Velolake from any and all liability and/or claims for damages that may be caused to himself and/or third parties arising from the use of the rented property. During the rental, the Customer/User does not enjoy any form of insurance nor is the bicycle covered by liability insurance. The User is therefore obliged to comply with the rules of the highway code.

4.6 Velolake disclaims any form of liability in case of improper use of the bike or non-compliance with the rules of the Highway Code. Velolake declines any form of liability for damage to persons or property caused by the client and/or the user during the excursions and/or tours.

4.7 The Client agrees to make payment of the fee for the rental of the property by cash, credit card and/or debit card at the time of online booking or collection of the property itself.

4.8 In case of non-compliance with the terms of the contract and if the customer delays payment, Velolake is entitled to demand the immediate return of the asset.

### **5. Booking**

5.1 Order reservation is made only through the following methods:

5.1.1 Online Reservation: reservation must be made within 24 hours before the event through the reservation system available in the portal [www.velolake.com](http://www.velolake.com);

5.1.2 Reservation at Velolake outlets or affiliated partners: reservation must be made directly on-site through customer self-registration, called "check-in", with tablet or QR code.

5.1.3 Reservation by phone, text message, chat, email and any other system and/or mode not indicated in the previous points is not allowed.

### **6. Cancellation and change of reservation**

6.1 Cancellation of the order by the customer is allowed under the following conditions:

6.1.1 in the case of cancellation within 72 hours before the event, a fee of Euro 5.00 will be charged:

6.1.2 in the case of cancellation within 48 hours before the event, an amount equal to 50% of the order value will be charged;

6.1.3 in the case of cancellation 48 hours before the event, the full cost of the order will be retained.

6.1.4 Customer's change of order reservation is allowed at any time but will be charged a surcharge of €5.00 per changed order.

6.2 Velolake reserves the right to cancel and/or cancel the order(s), guaranteeing a full refund to the customer, whenever it deems it necessary to take the action in order to protect the safety of its assets and employees or partners.

## **7. Refund**

Velolake is not obligated under any circumstances to reimburse the customer for the cost of the reservation in the event of anomalies resulting from mechanical and/or electronic problems of the bicycles being rented, since it is a service provider and not a manufacturer of the means used. Velolake, in the event that the anomalies reported by the Client prevent the use of the means and are found by Velolake staff following the report, reserves the right to issue a voucher for the use of a service of equal value or to apply a discount on subsequent orders.

## **8. Recovery**

The recovery service in case of breakdown, breakage or any other condition for which the asset is not usable, is a paid service, purchasable by the Customer at the time of booking and referred to as "rescue". The vehicle rescue service specified in the previous period will be carried out only on roads and places that are easily and conveniently accessible for cars. In the event that the service is requested at a time after the reservation, the rate may be subject to change and evaluation by Velolake staff.

## **9. Processing of personal data**

9.1 Pursuant to Article 13 of Legislative Decree No. 196/2003, personal data communicated in connection with the rental contract concluded with Velolake will be processed in accordance with the provisions of Legislative Decree No. 196/2003.

9.2 The data controller is Velolake, with a registered office in Torbole (TN), Via delle Busatte n. 24.

9.3 The processing of information concerning the User will be based on the principles of correctness, lawfulness and transparency.

9.4 Personal data will be processed, also with the help of electronic and/or computer tools, for the following purposes:

9.4.1 management of the obligations arising from this rental agreement;

9.4.2 sending advertising material, carrying out market research or commercial communication for internal use;

9.4.3 to allow the competent authorities to file charges against the Customer responsible for violation of the Highway Code or any other rule of law.

9.5 The Customer may at any time exercise its rights under Article 7 of Legislative Decree No. 169/2003.

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that it has read and specifically approves and signs the Conditions of this contract identified in 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] - 7 - 8