

## GENERAL TERMS AND CONDITIONS FOR BICYCLE RENTAL

Version 3.0 – 01/09/2024

### 1. Definitions

- 1.1. NGC = NextGen Costa SL with registered office at Pda Enchinent 22K at 03710 Calpe, Alicante, Spain and with enterprise number ESB42530675. You can reach NextGen Costa SL / Service Course by telephone on 0034 622 689 221 and by email to [bike@servicecourse.cc](mailto:bike@servicecourse.cc)
- 1.2. Bicycle = any object rented out by NextGen Costa SL. These relate to the various models of bicycles whether electric or not, but also to accessories and tools provided.
- 1.3. Lessee = any natural person or legal entity concluding a rental contract with NextGen Costa SL / Service Course.
- 1.4. Lessor = NextGen Costa SL.

### 2. Application

These general terms and conditions of bicycle rental:

- 2.1. Apply to any rental contract concluded between NGC and the Lessee.
- 2.2. Are subject to Spanish law and the Lessee accepts the legal basis and conditions.

### 3. Potential Lessees

- 3.1. The potential Lessee must be in possession of a valid identity card, passport or other document proving his/her identity when collecting the bike.
- 3.2. Each potential Lessee shall register online by creating an account / customer profile, whereby the Lessee himself/herself shall be responsible for the correct delivery of his/her identification data. These consist of at least address details, mobile phone number and email address. In case of reservation at one of the NGC rental locations, the Lessee will provide such data to the person in charge at the rental center. In case these data change during the term of the contract, the Lessee must immediately notify NGC.
- 3.3. If the potential Lessee is a legal entity, these conditions in 3.1 and 3.2 must be met by a natural person who can legally represent the legal entity.

### 4. Rental contract

- 4.1. The rental contract comes into effect on the date the Lessee accepts the offer and pays.
- 4.2. The rental contract determines the start and end date of the rental period. The start date is the date on which the bicycle(s) and/or accessories are delivered.
- 4.3. The rental bike rates are available on the website and in the shop.
- 4.4. The Lessee must return his/her bicycle(s) and accessories to NGC before the end of the specified rental period.
- 4.5. Rental contracts cannot be extended by telephone or by email. After inspection of the rented goods, the Lessee may enter into a new rental contract following the current contract.
- 4.6. All goods rented remain NGC's property at all times. Sell or subletting is prohibited. The Lessee is personally liable for fulfilling the rental contract and for complying with the general terms and conditions.

### 5. Reservation and cancellation conditions

- 5.1. Bicycles can be reserved online or via email. A reservation is only valid after payment. Cancellation of a reservation is subject to a cancellation fee, calculated as follows:
  - Up to 60 days before the start of the contract, the full rental price will be refunded (minus 10€ administration fee).
  - Cancellation from 60 days up to 30 days before the start of the contract: 50% of the rental price will be refunded.
  - Cancellation less than 30 days before the start of the contract: no amount will be refunded.

## **6. Termination or early termination of the rental contract**

- 6.1. NGC can unilaterally terminate the rental contract if the bicycle is found neglected or in case of non-payment. The Lessee shall not be able to reclaim the rental price already paid. Repair costs shall be charged to the Lessee.
- 6.2. The Lessee can unilaterally terminate the rental contract provided that the bicycle is returned. Rental prices already paid shall not be reimbursed.

## **7. Rates and payment**

- 7.1. The rental price must be paid in full before the start of the rental period. NGC has the right to cancel unpaid bookings as from one week after the date of booking.
- 7.2. For online reservations, the payment is handled with one of the following procedures:
  - Debit or credit card: the Lessee can make the payment directly during the ordering process in a trusted, safe and easy way. This can be via the online banking app on the Lessee's mobile device
  - Transfer to NGC's bank account: in case the online payment does not work, the Lessee shall transfer the amount due by wire transfer
- 7.3. For onsite reservations, the payment is handled at reservation of the bike at NGC's rental shop.

## **8. Liability and damages**

- 8.1. At all times the Lessee is responsible for the rented equipment in the event of an accident, damage, violations and theft and, as a good manager, will take care of the rental bike.
- 8.2. NGC is not liable for any accidents that may occur when using the bicycle.
- 8.3. NGC and / or its guides are not responsible for accidents of the Lessees during or outside the bike rides.
- 8.4. The Lessee cannot, under any circumstances, recover personal damage or damage to third parties (before, during and after the bike rides) from the Lessor, neither from its partners (e.g. Baguet Bicycle Center).
- 8.5. NGC provides high-quality and safe bicycles that meet the legal standards. The Lessee shall make sure of the condition of the rented bicycle when collecting it. In case of existing damages to the bike, each rider (or in absence) the Lessee shall make notes on the Rental Agreement document; this document is provided at pick-up of the bike.
- 8.6. The Lessee must use the bicycle with due care and return it in the same condition as it was in when received. The Lessee is liable for any damage to the bicycle, unless NGC deems it to be normal wear and tear. Repairs due to normal wear and tear shall not be charged to the Lessee.
- 8.7. Hidden defects that are detected during the first rental day are repaired free of charge by NGC, regardless of whether they concern minor or major repairs. The Lessee must present himself/herself within the same period at one of NGC's bicycle rental outlets. However, this does not apply to defects caused by incorrect use of the bicycle by the Lessee.
- 8.8. The Lessee must respect all rules and regulations. The Lessee uses the bicycle on his own responsibility. If Lessee infringes any local rules or regulations, NGC can by no means held liable.

## **9. Damage and damage insurance**

- 9.1. The Lessee is liable for any damage to NGC related to the bike rental.
- 9.2. The Lessee is obliged to immediately report any damage, accident or theft to the person in charge of the rental center.
- 9.3. The Lessee is liable for actions and omissions of the rider(s) and other users of the bicycle(s) comprised by the contract, even if they didn't have the Lessee's permission to use the bike.
- 9.4. The Lessee can subscribe an insurance contract for damages to the bike.
- 9.5. In the event of bike damage(s), the amount charged for the damage will:
  - be covered by the insurance contract subscribed; this contract covers damages with a limit until 1000€
  - be covered the deposit if any deposit paid
  - be charged to the Lessee in case damage is higher than deposit paid or insurance coverage cap of 1000€.
- 9.6. The damage insurance does not cover loss, neither theft; in these circumstances NGC is entitled to charge a compensation that is calculated on the new retail price of the bike depreciated with 2% for each month the bike has been in use.
- 9.7. The Lessee must settle any damage immediately.

## 10. Theft

10.1. The Lessee cannot subscribe any insurance against theft.

10.2. In the event of theft the Lessee must immediately:

- report this event to the local police and request the declaration document
- provide a copy of such document to the Lessor
- pay the Lessor the current value of the bicycle; this current value is calculated based on the price of the bicycle at the time of commissioning and the depreciation since that date until today; this calculation is available for upon request of the Lessee.

## 11. End of rental period

11.1. The Lessee is obliged to return the rented goods to NGC before the end of the rental period.

11.2. If the rented goods are not returned before the end of the rental period, NGC shall charge the Lessee penalties.

11.3. If the rental bike is returned too late, the Lessor will charge the full daily rental price for each day that the bike is returned later than the date specified in the rental agreement, calculated from the closing time of the rental center on the last day from the rental period to the return date. This amount is increased by a fine of € 35 for each day that the bicycle is returned too late. The opening hours can be consulted on the website, Google as well as in each rental center.

11.4. In case of early return the full rental price as specified in the rental agreement remains valid.

## 12. Contestation and complaints

12.1. All disputes shall be settled in accordance with Spanish law. The competent courts are the courts of the judicial district of Alicante.

12.2. Complaints can be made during office hours by calling telephone number 0034 622 689 221 or (at all times) sending a complaint to [bike@servicecourse.cc](mailto:bike@servicecourse.cc).

## 13. Privacy

13.1. NGC shall only use personal data to rent a bicycle in accordance with the conditions specified in the rental contract. NGC will only share this information internally with the NGC staff responsible for bicycle rental and repair. Data shall be processed for the purpose of drawing up a rental contract and shall be used solely for that purpose.

13.2. Each Lessee / rider has the right to inspect its data at any time, to correct any errors and/or request it data or report irregularities by sending an email to [bike@servicecourse.cc](mailto:bike@servicecourse.cc).

## 14. Miscellaneous

### 14.1. Divisibility

14.1.1. If one or more provisions of these general terms and conditions of bicycle rental are null or invalid, this nullity or invalidity shall not affect the validity of the other provisions of these general terms and conditions of bicycle rental.

14.1.2. Invalid provisions shall continue to be binding for the part thereof that is legally permissible. As the case may be, NGC shall replace the void or invalid provisions with provisions that are valid and, in view of the content and purport of these general terms and conditions of bicycle rental, correspond to the void or invalid provisions as much as possible.

### 14.2. Amendments

14.2.1. NGC reserves the right to amend these general terms and conditions of bicycle rental, including the price list and list of rates that form an integral part thereof. Any amendments shall only apply to rental contracts concluded after the amendment date.