

General Terms and Conditions for renting bicycles from the shop run by SonntagsDialoge e.V.

Please read the General Rental Conditions carefully. They are the basis of all rental contracts concluded with us.

1. Subject of the contract

1.1 The Lessor shall provide the Lessee with the bicycle, accessories or other rented items (hereinafter referred to as the "Rental Object") specified in the Rental Contract in return for payment of the rent agreed for the contractually agreed period. Unless otherwise agreed in the contract, the Lessor shall not owe any further accessories in addition to the aforementioned Rental Object.

1.2 The Lessee shall pay the agreed rent for the entire rental period upon conclusion of the Rental Contract. The prices set out in the price list valid at the time of rental shall apply.

1.3 The Lessor may demand a security deposit paid in cash or by credit card. The basis for calculating the deposit shall be the current sales list.

2. Duration of the contract

2.1 The duration of the rental relationship shall be governed by the provisions of the Rental Contract.

2.2 For rentals commencing after 5:00 p.m., no rent shall be charged for that day.

2.3 The rental period may only be extended beyond the contractually agreed rental period with written consent from the Lessor before the expiry of the originally agreed rental period.

2.4 If the return of the Rental Item is delayed, the Rental Contract cannot be extended. If the Lessee does not return the Rental Object to the Lessor before expiry of the agreed rental period, the Lessor shall be entitled to charge the Lessee compensation totalling at least the amount of the agreed rent for the extended use of the Rental Object. Claims for further damages shall not be excluded if the Lessee was responsible for the delayed return of the Rental Object.

2.5 If the Rental Object is returned before the contractually agreed end of the rental period, the Lessee shall not be entitled to claim any reimbursement for the difference between the actual and contractually agreed rental period. The right to extraordinary termination for good cause shall remain unaffected by this.

3. Handover, use and return of the Rental Object

3.1 The Lessor shall provide the Rental Object to the Lessee in a clean, serviceable and roadworthy condition, free of defects. Any defects must be claimed upon the handover of the Rental Object and recorded in the Rental Contract.

3.2 The Lessee undertakes to use the Rental Object, and in particular the bicycle, carefully and appropriately and to observe the applicable road traffic regulations. The wearing of a helmet is recommended for your own safety. The transportation of passengers is prohibited. The Lessee may not modify or otherwise interfere with the Rental Object.

3.3 Bicycles with defects for which the Lessee was responsible shall be returned at the Lessee's expense. Bicycles with technical defects or defects caused by normal wear and tear shall be returned **subject to consultation with the association**.

3.4 The Lessee shall notify the Lessor immediately after becoming aware of any defects, deficiencies or damage to the Rental Object, in particular if operational or traffic safety is jeopardised. The Lessee must also point out any defects, deficiencies or damage upon returning the Rental Object. Likewise, any defects, deficiencies or damage that have been repaired in the meantime must be reported to the Lessor at the latest upon return of the Rental Object. The Lessee undertakes to provide the Lessor with full details of any damage. Failure to do so

shall oblige the Lessee to compensate the Lessor for damage caused by breaching said duty of notification.

3.4 If a Rental Object is exchanged, the Lessor shall be entitled to charge a fee of EUR 10 unless, the exchange is due to a defect already present at the time of the handover of the Rental Object, rendering it unfit for use.

3.5 In the event of theft or a traffic accident, the Lessee shall immediately notify the police or call out the police and inform the Lessor. The Lessee shall be liable to the Lessor for any damage resulting from failure to meet this obligation.

3.6 At the end of the Rental Period, the Lessee undertakes to return the Rental Object in unaltered condition, apart from usual soiling through use. Rental Objects shall be returned to the premises of the Lessor during opening hours on the last day of the rental period.

Other arrangements are possible and must be set out in writing in the Rental Contract. Final cleaning of the bicycle is included in the included in the rental price. Upon returning the bicycle, the Lessee must bring a copy of the contract, on which the return in full of the Rental Object shall be acknowledged. Said acknowledgement is merely a confirmation of receipt; it shall not imply acceptance of the contractually required condition of the Rental Object.

4. Liability

4.1 Use of the bicycle is at the risk of the Lessor. The Lessee shall not be liable for any damage caused to the Lessee or to third parties through use of the bicycle.

4.2 The Lessee shall be liable to the Lessor for loss of the Rental Object, damage occurring during the rental period and violations of any other contractual obligations.

4.3 Should damage to the Rental Object for which the Lessee was responsible result in a concrete loss of rental income due to a lengthy repair, the Lessee shall owe the Lessor up to the cost of daily rental for each day required for the repair.

4.4 Should the Rental Object be destroyed, the liability of the Lessor shall be calculated based on the current price for the respective property in accordance with the current sales list, whereby the rent paid by the Lessee shall be deducted from the list price. In the event of damage, the Lessee shall be liable in particular for the costs of repairs and spare parts.

4.5 In the event of theft or other loss of the Rental Object, the Lessee shall be liable to pay up to the amount of the price of the Rental Object in the current sales list of the Lessor, whereby the rent paid by the Lessee for the Rental Object shall be deducted from the list price. This limitation of liability shall not apply if the Lessee caused the damage wilfully or through gross negligence.

5. General provisions

5.1 Invalidity of individual parts and provisions of these General Terms and Conditions shall not affect the remaining provisions of this contract. The same shall apply to any loopholes in the contract.

5.2 The contract is concluded in writing. Any changes or additions to the contract must also be made in writing.

6. Special Agreements

In addition, the contracting parties agree as follows:

7. Additional agreements: There are no additional verbal agreements to this contract.