

General Rental Conditions

1 Contracting parties and duration of contract

1.1 Contracting parties

The contracting parties are the lessee and 54/11 Bikeholiday S.L., with registered offices Teixidors 17, 07141 Marratxi (henceforth «the lessor»). The lessor undertakes to make the bicycle described on the rental form available to the lessee, together with all other rental equipment (in conjunction referred to as «the rented item»), for the period of validity of the contract, ensuring that they are in a usable state and comply with road safety regulations. The lessee undertakes to pay the total rental price in advance on signature of the contract. In each specific case, the price in effect at the time of the rental shall be applied, as shown on the price list.

1.2 Duration of the contract and liability in the event of a delay

The rental relationship for the rented item shall last for a specific period of time. If there is a delay in its return, this delay shall not constitute an extension of the rental contract. If the lessee fails to return the rented item to the lessor within the agreed rental period, even for reasons beyond his/her control, the lessor shall be entitled to demand remuneration. This shall at least be equivalent to the previously agreed amount, applicable throughout the whole period of the bicycle's unlawful possession as compensation for its use, without prejudice to compensation also being claimed for other damages if the delay is attributable to the lessee.

1.3 Early return

If the lessee returns the rented item before the agreed rental period comes to an end, he/she shall not be entitled to repayment of the difference, without prejudice to the right to extraordinary settlement of the contract on relevant grounds.

2 Use and return of the rented item / Reporting damage and other obligations

2.1 Condition of the rented item and undue use

The lessor shall make the rented item available to the lessee in a usable condition in compliance with professional norms and road safety regulations. The lessee undertakes to use the rented item – and, in particular, the bicycle – with all due care and propriety and to observe road safety regulations. Lessees are forbidden to use bicycles under the influence of alcohol or drugs. Likewise, they are not allowed to carry passengers or to modify or alter the rented item in any way. The lessee is prohibited from making any modifications to or otherwise interfering with the rental property.

2.2 Duty of notification

If, during its use, the rented item is damaged for reasons attributable or not to the lessee, the latter must immediately notify the lessor of the said damage, providing as much information as possible about the incident that led to the damage. If the bicycle is no longer usable as a result of the damage, the lessor shall make an equivalent replacement bicycle available to the lessee, without prejudice to any liability pursuant to clause 4.

2.3 Replacement

If the rented item is replaced, the lessor shall be entitled to charge a fee of 10 euros, unless the cause of the replacement is a flaw that was already present in the rented item when it was made available and it is no longer in a usable state. If an upgrade is made to a higher price category, the difference in price must be paid. If a downgrade is made to a lower price category, there will be no entitlement to a refund of the difference in price.

2.4 Duty of notification in the event of an accident or theft

If a theft or traffic accident occurs, the lessee must always notify the police immediately or ask for their intervention. The lessee must also notify the lessor. In the event of failure to do so, the lessee shall be liable to the lessor for any damages derived from non-compliance with this obligation. Theft is not covered in any insurance. In case that the bike is stolen, the lessee has to take full responsibility, regardless of whether the theft occurred in the installations of the hotel or 54/11 bike rooms, or outside. Only exception are the simple city bikes, aluminium trekking bikes and mountainbikes, if the lessee has paid extra for an insurance of theft. In that case the lessor pays for the damage, the lessee only has to pay a deductible of 50,00 euro.

2.5 Return

On conclusion of the rental contract, the lessee undertakes to return the rented item in the same condition in which it was given to him/her, with the exception of any normal dirt. On the final rental day, the bicycle must be returned 5:00 p.m. The cost of subsequent cleaning is contemplated in the rental price.

3 The lessee's liability in the event of damage, damages or loss

3.1 The lessee's general liability

The lessee shall be answerable to the lessor for damage caused during the rental period and for the loss of the rented item, in addition to failure to comply with other contractual obligations. If the lessor is unable to meet its rental commitments because the rented item undergoes long repairs due to damage attributable to the lessee, the latter shall compensate the lessor for this damage up to a maximum sum of one day's rent for each day that the rented item needs to be repaired. If the rented item is destroyed, the liability shall be calculated by taking the current price of the corresponding good, in accordance with the lessor's list of sale prices on display at all rental points. Rent paid by the lessee shall be deducted from this displayed price. In the event of damage, the lessee shall be particularly liable for the cost of repairs and spare parts, without prejudice to liability for any possible damages of a more serious nature.

3.2 Liability in the event of theft

The lessee shall also be answerable to the lessor in the event of the theft of the rented item or for any other kind of loss. In the event of theft or loss, the lessee shall be liable for payment of a maximum sum equivalent to the current price of the rented item, in accordance with the list of sale prices on display at all rental points. Rent paid by the lessee shall be deducted from the displayed price. This liability threshold shall not be applicable if the damage was wilfully caused or was attributed to serious negligence on the lessee's part.

3.3 Repayment of the sum of the liability

If the rented item is found after it was stolen, the lessor shall refund the sum of the liability stipulated in clause 4.2 to the lessee, provided that the rented item continues to be in a suitable rental condition, based on just and proper criteria. The lessor shall base this just and proper criteria on the opinion of a prudent, conscientious expert and, in such an event, notify the lessee free of charge of the fundamental points on which the expert's decision is based.

3.4 Exclusion of the lessee's liability («Insurance for damages »)

the insurance for damages doesn't include an insurance in the event of theft, even not, if the item was stolen out of the Hotel or 54/11 Bikeholiday installations.

The insurance covers little crash damages, with repair costs up to 500,00 Euros, or 1.000,00 Euro (depending on the insurance). Damages going beyond this, have to be covered by the lessee and paid by him.

3.5 Tour with higher risk

Cycling holidays are active holidays and you practise your sport at your own risk. In no case do we accept liability for accidents and bodily injuries which result from the exercise of the sport of cycling, this also applying when you are travelling in a group with a group leader. You yourself are responsible for adhering to the traffic regulations, as well as when you are travelling in a group. Wearing a helmet is obligatory for our cycling round-trip and point-to-point tours, and cycling sport holidays.

3.6 Guarantees

The lessor may ask for a deposit/guarantee for the rent of a bike or any bycoming renting objects (computer, helmet, pump...) All clients shall provide their credit card details as a guarantee, if it is asked. The sum of the guarantee shall be calculated in accordance with up-to-date sale prices.

4 General provisions and applicable law

5.1 Written form, integrity and severability clause

This contract must be put in writing. Any amendment or extension to it must also be made in writing. No secondary verbal agreements have been made. If certain parts or provisions of these general conditions are held to be legally unenforceable, this shall not affect the validity of the remaining contract.

4.2 Choice of law and jurisdiction

The provisions of this contract shall be governed by Spanish law. For all disputes derived from this contract or relating to it, the jurisdiction shall be that of Inca, Majorca.

4.3 Offsetting debts

Offsetting a debt against a sum owed to the lessor shall only be permitted if the first debt is clearly and unquestionably owed to the lessee or has acquired the status of a res judicata.