BICYCLE RENTAL AGREEMENT

WORLDBIKE FORMIA DI CASTELLI VINCENZO

Via Appia lato Napoli, 162 - 04023 Formia (LT)
P. IVA / VAT: 02611080595 | C.F. / Tax code: CSTVNC80T19D708O

CUSTOMER DETAILS

First name / Surname _____

Place / Date of birth _____

Street / No. / City _____

Postcode / Province / Country _____

Telephone / Mobile _____

Email _____

Identity document No. / Issue date _____

BICYCLE AND RENTAL DETAILS

Bicycle model _____

Market value (€) _____

From (date) / To (date) _____

Total days / Rental price incl. taxes (€) _____

Credit card No. _____

CUSTOMER DECLARATION

Pursuant to and for the purposes of Articles 38 and 47 of Italian Presidential Decree No. 445 of 28 December 2000, and being aware of the consequences, including criminal penalties, for false statements under Articles 75 and 76 of that Decree, I declare that I have read the current bicycle rental rules (set out on the following pages), which constitute a service agreement for all legal purposes. I declare that I know and accept the general contractual terms under the applicable legislation, particularly the consequences for the renter of damage caused while using the bicycle to themselves, the rented bicycle, third parties and property, and the exclusion of the operator's liability under Article 1341, paragraph 2, of the Italian Civil Code, which are approved in writing by signing this request form. I also declare that I have been informed, pursuant to Article 7 of Italian Legislative Decree No. 196 of 30 June 2003, as amended, that the personal data collected will be processed, including electronically, exclusively for the procedure for which this application is submitted.

A valid identity document is attached.

Signature _____ Formia (LT), date _____

BICYCLE RENTAL RULES

Renting and using the bicycle implies that the user knows and unconditionally accepts these rules, the tariffs and the opening and closing times of Worldbike Formia Di Castelli Vincenzo, based at Via Appia lato Napoli, 162 - 04023 Formia (LT).

1. To rent a bicycle, the user must first present Worldbike Formia Di Castelli Vincenzo with a valid identity document and a non-prepaid credit card. Copies of these documents will be retained by the rental provider until the end of the rental.

2. The user declares that the bicycle and all rented equipment are collected in perfect working order and condition of maintenance. By taking possession of the bicycle, the customer acknowledges that it is mechanically sound and declares that they have inspected it beforehand.

3. The bicycle and/or equipment must be returned at the agreed times and/or those displayed at the rental point, to the same place where they were rented. Leaving the bicycle outside the rental point while it is closed does not constitute its return. Failure to return the bicycle without prior notice, or without exceptional circumstances justifying it, will be treated as theft and reported to the judicial authorities.

4. Use of the bicycle requires physical fitness and the technical skills needed to ride it. By renting the bicycle, the user therefore declares without reservation that they have adequate ability and appropriate competence. Where the bicycle is used by a minor, by signing this agreement the minor’s parent, foster carer or guardian assumes all responsibilities set out in this agreement and in the Italian Civil Code, and consequently authorises the minor to use the bicycle under these rental rules.

5. The rental provider may refuse to rent a bicycle to anyone considered unable to ride it (under Articles 186 and 187 of the Italian Highway Code), or for other reasons, in any event at the rental provider’s sole discretion.

RENTAL RULES / CONTINUED

6. The bicycle must be used exclusively as a means of transport and treated with care, common sense and diligence to prevent damage to the bicycle and its accessories. It must not be lent or otherwise made available for use by other persons.

7. During the rental, the user has no insurance cover of any kind, and the bicycle is not covered by third-party liability insurance. The user must therefore comply with the Italian Highway Code, the provisions of which they declare they know. The operator disclaims all liability for improper use of the bicycle or failure to comply with the Italian Highway Code.

8. The user is also responsible for damage caused to themselves, the bicycle, third parties and property while using the bicycle. No compensation may be claimed from the operator. Any event, damage or injury arising from riding or using the bicycle and/or equipment is attributable solely to the user riding it. The customer is therefore responsible for damage caused while using the bicycle to themselves, third parties, property, the bicycle and/or equipment. No compensation may be claimed from the rental provider.

9. The user must pay the applicable rental charge from the start of the rental until they attend to close the rental agreement, as well as any charges for damage or total or partial theft.

10. The user is responsible for the bicycle until it is returned to the operator. If the bicycle is stolen, the user must provide the operator with a copy of the report filed with the competent authorities and pay an amount equal to the value of the stolen bicycle. This amount will be refunded if the bicycle is found or recovered. If the rented bicycle suffers damage and/or breakage, the user must pay for the damage, as assessed by the rental provider when the bicycle is returned. Matters not covered by these rental rules are governed by the Italian Civil Code in the relationship between the contracting parties. Any dispute between the parties falls within the jurisdiction of the court for the place where the company has its registered office.

Signature _____ Formia (LT), date _____