

Italy Byke S.R.L.

Store - Via M. Buonarroti 1/3, 53013 Gaiole in Chianti (SI) Italy

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Sede legale: Via Gruccia 23/G Int.11, 52027 San Giovanni Valdarno (AR) Italy P.Iva & C.F: 02306110517

TERMS AND CONDITIONS FOR BICYCLE'S RENTAL

1. The Customer will be asked for his/her passport or ID card or to exhibit his/her credit card and provide the relevant details for authorization to charge for any damages and/or losses to the rental bicycle(s) and/or equipment; moreover, for Full Carbon bicycles and /or bicycles of particular value, a credit card security deposit of € 200.00, for each bicycle, is required at the time of rental. The security deposit will be canceled upon return of the rental bicycle(s) in the absence of any damage.
2. The Customer signing the agreement on behalf of a minor as a parent or guardian accepts full responsibility for all expenses, including medical expenses, incurred as a rental of the bicycle(s) and any equipment; they also agree to be responsible for any damages, injuries or death sustained by the minor renting the bicycle(s), and release Italy Bike S.r.l. from any claims, lawsuits or responsibilities for the minor.
3. Italy Bike S.r.l. can refuse the rental of a bicycle or accessories at its sole discretion.
4. The bicycles are not equipped with lights, therefore they can't be used at night.
5. The rental is per day.
6. The Customer must return the bicycle(s) to the designated return area on time: otherwise they will have to pay an additional fee of 50 euros for each hour extra.
7. Failure to return the bicycle(s) at the designated time and place, without prior communication, will be considered a crime and therefore reported to the Judicial Authority.
8. If the Customer does not return the bicycle(s) to the designated return area on time and/or keeps the bicycle for extra days: they will have to pay an additional daily rental rate for every day delayed, and for any eventual damage.
9. Upon taking delivery, the Customer must check the functionality of the bicycle and acknowledge that it's mechanically efficient and suitable for use. Any deficiencies must be communicated to Italy Bike S.r.l. at the beginning of the rental period.
10. Any recovery of the bicycle(s) due to causes not attributable to Italy Bike S.r.l., and not previously agreed upon, has a fixed cost of € 1.00 per km (going + return) for a minimum of € 50.00. Subject to verification of vehicle availability and appropriate personnel.
11. The bicycle is not covered by any form of insurance. The Customer assumes liability for any, and all damage or loss of, and to personal property, accident/injury to other persons, releasing Italy Bike S.r.l. from any claims, lawsuits or responsibilities.
12. In the event that any rental bicycle or piece of equipment is damaged at the returning time, the Customer must pay the total cost, quantified by Italy Bike S.r.l., to replace or repair the bicycle(s) and/or equipment at the current market price and pay costs for any missing rental day that the bicycle(s) may incur while being repaired.
13. In the event that any rental bicycle and/or piece of equipment is lost or stolen, or there is irreparable damage, the Customer must pay the total cost of the bicycle(s) or piece of equipment at the full market price.
14. For each reservation, a 25% deposit of the total amount is required. Any cancellation must be received in writing or by email and will be subject to the following penalties:
 - 14a) 3 days before the rental - no deposit will be refunded
 - 14b) From 4-10 days before the rental - 60% of the deposit will be withheld
 - 14c) From 11 to 20 days before rental - 40% of the deposit will be withheld
 - 14d) 21 days before rental - 10% of the deposit will be withheld
15. If the Customer has requested pick up and/or delivery to a different location other than our shop in M. Buonarroti 1/3, Gaiole in Chianti, SI, they are requested to pay the full balance at least 1 week prior to the rental starting date.
16. By signing this contract, the Customer declares under their own personal responsibility:
 - 16a) To know the rules of the current Italian highway code;
 - 16b) To be physically and technically able and to have adequate competence, to use the bicycle(s);
 - 16c) To be obliged to take good care of the rented bicycle in order to avoid damaging it and its accessories and taking care to correctly lock-up the bicycle(s);
 - 16d) To acknowledge that, from the moment of renting the bicycle(s) and up to the return of the bicycle(s), the Customer is held responsible for every effect of the law.
 - 16e) To have read this contract carefully and thoroughly, to understand its terms and to agree that signing below bind him/her to its contents.
17. The information gathered, processed and provided by the Customer is protected by law 196/2003 art. 7 regarding the protection of personal data. Italy Bike S.r.l. is responsible under the law for any unsuitable use of data.
18. It is expressly agreed that any dispute relating to this contract is up to the jurisdiction of the Court of Arezzo.