



The rental and utilization of the regular or pedal assisted bicycles assumes the unconditional knowledge and acceptance of the present regulation, of fares and of working hours of *Cycling Amalfi Coast* of Daniele Colonnese, proprietor of the asset, based in Amalfi (SA - Italy) at Piazza dello Spirito Santo, 12 – VAT number 05372550656.

- 1) To obtain the rental of one or more bicycles, the customer has to show a valid ID and fill in the contract. The rental is only allowed to adults at least 18 years old.
- 2) The utilization of the bikes assumes the physical fitness and technical skill of the riders. Therefore, the users declare, by renting the bikes, to have adequate skills, competences and health conditions, without reserves.
- 3) The bikes are to be used exclusively as a means of transportation and have to be taken care of, with common sense and diligence, in order to avoid damages to themselves and related accessories. Bikes will be provided by the lessor in optimal working conditions, and the user can test the bike before accepting the rental and signing the contract. Following use or misuse of the vehicle, mechanical issues may arise; in case of any malfunction or unusual noises from a bike noticed by the user, they should as soon as possible warn the lessor, who will do what possible to fix or replace the bike. Any further damages due to the user trying to fix the problem themselves, will be charged to them.
- 4) The pedal assisted e-bikes are to be considered as regular velocipedes. At the time of rental, at least 80% of the battery charge is granted, if not differently specified on the agreement. The autonomy, however, can change according to weight, route, environment and many variables. On request, the user will be provided with battery chargers, but in no occurrence the lessor can be responsible, or will offer refunds, in case of battery exhaustion along the way. The user has thus to pay attention to the charge left and choose the route accordingly, or be ready to go on without pedal assistance.
- 5) The lessee is responsible for the bikes until their return to the lessor; they're also responsible for the damages caused to themselves, to the bikes, to third parties and objects while using the vehicles. No refunds can be claimed to the lessor.
- 6) The bike rental doesn't include, unless differently specified on the agreement, any form of insurance for injuries, damages, liability and theft. The user is in any case required to comply with the rules of the Italian traffic rules. The lessor declines any form of responsibility in case of misuse of the vehicles and failure to comply with the Highway Code.
- 7) The lessor is allowed to check the utilization of the bicycles from the users, and can ask for a return if a condition of misuse is found. The lessor can deny the rental to drunk or drugged people (complying the art. 186-187 of the Highway Code), or for other reasons, at his own discretion.
- 8) In the eventuality of loss, damage or theft of accessories or parts of the bikes, the lessor will charge the lessee for the required amount of money to restore the vehicles' previous conditions, based on the price list or quotes from the provider. In case of loss, damage or theft of the full bikes, the lessee is asked to refund to the lessor with an amount equal to the 80% of the lost bike's value, as stated on the agreement.
- 9) In case of theft of one or more bikes, the lessee will have to show to the lessor a copy of the denunciation made with the relevant bodies and pay for the value of the stolen bikes (as in art. 8), which will be reimbursed in case of finding or recovery of the vehicles at issue.
- 10) Renting the bikes for longer than 15 consecutive days is not allowed; those who wish to rent bikes for a longer time, will have to fix a date with the lessor before the end of the last day, to fill up a new contract.
- 11) The bicycles have to be returned, complying to the agreed times, at the same place of pick-up, in Amalfi center, or in any other place previously agreed. The bikes are considered returned only when handed to the lessor himself. Failing to return the bikes without early notice, or not due to force majeure, will be considered in the same way of a crime of theft and reported to the judicial authorities.
- 12) The user can ask to the lessor a bike delivery or breakdown service, for a fee stated in the price list; the lessor is not obliged to the intervention if not previously agreed, hence his inaction cannot be considered cause of infringement. It's in the lessor's interest to proceed with a bike pickup and only temporary contingencies can make it impossible to intervene.
- 13) The lessee will be charged the rental fee for the period from the time of pick-up until the time of return, plus the extra fees for accessories, services, damages and thefts, if any.
- 14) For rentals related to guided tours, this same regulation applies. The guide is not responsible for any damage or injury caused by inadvertence or unfitness of the user, who has to always be careful and responsible while driving the vehicle.

About what is not covered by the current regulation, the relationship between the parties is regulated by the rules of the Italian Civil Code. For any dispute between the parties, the competent forum is the one of Salerno.

