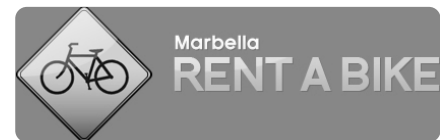


Bike Rental Policies



The customer hereby rents bicycles from Marbella Rent a Bike, subject to all terms and conditions of this agreement:

1. Marbella Rent a Bike rents bikes only with prior booking. Rental day period starts at 9:00 h and ends at 18:00 h. Overnight rentals can be agreed with Marbella Rent a Bike.
2. The rented equipment will be delivered and collected to/from the customer's hotel or accommodation or any other place previously appointed. Delivery and pick-up of bicycles can be requested from Gibraltar in West until Malaga Airport in East. The delivery and pick up is free of charge in Marbella, San Pedro and Nueva Andalucia areas. Delivery and pick up to other areas of the coast will carry a charge pre-set by Marbella Rent a Bike. Rented bicycles can also be picked up and returned to Marbella Rent a Bike's premises in Nueva Andalucia by clients as long as the client can provide a transport method previously approved by Marbella Rent a Bike.
3. The bicycles will be delivered and picked up on the day and time according to the booking or rental agreement. Customer delays, both on delivery and pick up of bikes, without notifying Marbella Rent a Bike, will result in an additional charge of 20€ if delivery & pick up service must be re-programmed plus the corresponding delivery and pick up charge.
4. At the end of the rental period the customer must return the bicycles to a Marbella Rent a Bike representative identified with the original rental contract form, and never to the hotel owners or attendants.
5. The client acknowledges that Marbella Rent a Bike will do its best to deliver and pick up from locations at agreed upon times but force majeure or other exceptional circumstances (unusual traffic en route to drop-off or delivery) may cause delays. The client agrees to adhere to delivery and pick-up times themselves and authorize Marbella Rent a Bike to charge their credit card if meeting times are not met and additional expenses are incurred due to renter lateness (i.e. staff time, highway tolls etc). If there are changes to the pick-up location or time once the rental has started this must be communicated by confirmed email or direct telephone contact at least 48 hours before the bicycles are returned to Marbella Rent a Bike

RESERVATION, PAYMENT, DEPOSIT AND CANCELATION

6. Bike reservations must be done with enough anticipation in order for Marbella Rent a Bike to confirm availability, however if the customer needs a bike on the same day he/she may call (+34 628 174 930) to check for availability. The customer can also reserve a bike by emailing to info@marbellarentabike.com.
7. Method of payment: Credit/Debit card - Payment for the rented items is required to be made in full no later than 30 working days prior to the delivery date, online at Marbella Rent a Bike's web page www.marbellarentabike.com/payments.html Instructions on how to use this service are available on the same web page. The reservation is only confirmed once Marbella Rent a Bike has confirmed receipt of the payment via E-mail and agreed a delivery time with the client.
8. The customer signing the rental contract must be over 18 years old. Under aged customers must be accompanied by an adult.
9. On delivery of the bike/s the customer must read, accept and sign the rental agreement. The customer will be asked for his/her passport details along with credit card details as a guarantee deposit for the rented equipment. At the end of the rental period, the customer accepts the charges for any missing or broken items at market prices which will be charged to their credit card. If the customer prefers not to leave his/her passport and/or credit card details, Marbella Rent a Bike will accept a cash deposit of 300€ per city bike, 500€ per mountain bike, 800€ per racing bike and 300€ for a kids bike and a child carrier. The deposit will be refunded if the rented equipment is returned in the same conditions it was procured. If the missing or broken items exceed the deposit amount, the customer must settle the balance.
10. Cancellations without charge are only admitted 30 working days before the programmed delivery time. Cancellations made within 30 working days of the delivery date are charged in full. Reservation no shows are charged in full, and considered non-refundable. If a reservation date is required to be changed from its original date (subject to availability and acceptance by Marbella Rent a Bike), *the changed reservation no longer qualifies for cancellation*, is charged in full, and is considered non-refundable.
11. No refund will be made for early return of the bicycles, for any given reason, nor for cancellations of guided training tours. The client understands and accepts that Marbella Rent a Bike is not responsible for weather conditions, any event outside of its direct control or force majeure and can therefore not accept refund requests made by the client for any of the above reasons.

RENTAL EQUIPMENT

12. Marbella Rent a Bike confirms that prior to each bicycle hire, an experienced bike mechanic has reviewed and set up each bike in a manner that each rental bike is supplied to the client in a properly operating status.
13. The rented bicycles and equipment may only be used by the designated customer and the members of his/her party as mentioned in the Rental Contract.
14. The customer is obliged to take good care of the rented equipment and to protect it from damage, loss or theft. In case of damage, loss or theft of the bicycle/s, components or any of its parts, Marbella Rent a Bike will charge the customer the full cost of the missing items at market prices.
15. Each bicycle is rented with a high security lock and the customer is obliged to lock the bicycle/s properly at all times when unattended, passing the lock through the frame and attaching the bike(s) to something fixed to the ground like a post or fence, if allowed, or else, a bicycle parking. It is highly recommended to keep the bikes secured at all times especially during over-night rentals.
16. All bicycles are presented in an immaculate working order set up by professional mechanics and whilst Marbella Rent a Bike accept general wear and tear during hire, any rental equipment returned with excessive cleaning needs will incur a 20€ charge to the client.

LIMITATION OF LIABILITY

17. Marbella Rent a Bike has procured itself with proper third party liability insurance coverage of the bicycle rental activity. Marbella Rent a Bike is not responsible for injury or damages caused to/by the client during the hire period.
18. The customer is responsible for adequate personal insurance coverage for risks that may occur during the rental period. Marbella Rent a Bike is not liable for any claims for body injury or harm, accidents or loss of personal belonging caused by weather, sickness, or any other causes whatsoever beyond the control of Marbella Rent a Bike.
19. The customer and his/her group must respect Spanish traffic regulations. Any ticket or fine due to incorrect use of the bicycle will be completely assumed by the customer.
20. The information the customer provides is protected by organic law 15/1999 of 13th December regarding the protection of personal data.
21. Exclusive place of jurisdiction shall be Marbella, Spain. This contract shall be governed by Spanish law.