

TRAMUNTANA TOURS PORT SOLLER (TTPS) BIKE RENTAL TERMS & CONDITIONS

A VISA OR MASTERCARD WITH THE 16-DIGIT NUMBER IS REQUIRED OF YOU WHEN PICKING UP YOUR BIKE TO COMPLETE THE RENTAL AGREEMENT.

Upon handing over the bicycles to the Client, TTPS and the Client agree to the following:

1. The bicycles have been serviced and are in good working order, as can be seen and verified by the Client and should be returned in the same state.
2. Clients are offered the use of a clean helmet, which is obligatory to wear under Spanish road safety legislation on all main roads. Refusal to wear a helmet may result in a fine by the police.
3. The bicycles shall be hired exclusively to the Client and shall not be sublet to other Parties.
4. During high season bikes must be returned no later than 18:30 (March to October) and in low season by 17:00 (November to February). The client is obligated to return the bike to the previously agreed location - our Soller shop or Port shop. If the client wishes to change the location they MUST notify the Port shop three hours before the return time.
5. The delay in the return of the bicycles by more than 30 minutes will cause a penalty of 10 € for every 30 minutes after the agreed return time indicated in Clause 4 for each bicycle.
6. The total price of the rental will be paid by the Client at the beginning of the rental period in either cash or card. This includes full payment for bookings with non-consecutive rental days.
7. Refunds: We do not offer refunds for early bike returns, so please consider your dates carefully before reserving.
8. TTPS reserves the right to charge an additional 10€ cleaning charge if bikes are brought back in an unreasonably dirty condition. This applies especially to our mountain bikes.
9. The following are obligations of the Client:
 - i. - The hired bicycles shall be used responsibly by the Client, who will respect the local traffic laws at all times, especially those relating to safety.
 - ii. - The Client will be responsible for the personal and material injuries which he causes to others.
 - iii. - In the case of an accident, the Client will take the details of the people and vehicles involved, and of the respective insurance companies and will communicate to TTPS, as soon as possible, the circumstances of the accident or any other incident, such as breakdown, delay in return, theft etc., by calling **(+34) 971 632799** or outside of office hours **(+34) 649 034 759** and explain in writing the facts and circumstances on the original rental contract.
 - iv. - The Client will return the bicycles in the same state as the bicycles are originally hired.
Damages and losses, including theft of the bicycles, will be charged to the Client at the recommended retail price.
10. TTPS has the following Civil Responsibility insurance policy, number 7241693 with AXA Seguros e Inversiones, for a total sum of 300,506 EUR, the amount which the contracted Parties accept as the maximum civil responsibility which can be claimed in the case of an accident and personal injury or material damage, in the event of which the total amount of

civil responsibility due by TTPS will be settled judicially, but under no circumstances will exceed the maximum amount indicated.

11. For whatever lawsuits that arise between the Parties in this bicycle rental contract, both Parties agree to submit to the Courts of Palma de Mallorca, expressly renouncing any other Court of Law.