

# TERMS AND CONDITIONS



## Legal notices - Name and address

**JES Mallorca - Josselin Guisbert von Villers**

## Motorcycle Renting

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## Terms and Conditions

These Terms and Conditions form the basis for a hiring contract between JES Mallorca, Josselin Guisbert von Villers, NIF. Y1213399W, and the renter. They relate to the hire of motorcycles.

Any further services in connection with the hired motorcycles require written form.

### 1. Conclusion

The renter can book the desired motorcycle by phone, mail or by e-mail. He will then receive a written confirmation from the hirer.

### 2. Payment Security – Deposit – Final payment

After receiving the booking confirmation, the total amount is due to be paid within 7 days. The booking will only be effective, if the amount is credited to the indicated business account within the specified period. The deposit is € 1.500 for motorcycles of the following brands: BMW ,Aprilia/Piaggio and Harley Davidson. Deposits are to be paid in cash or by credit card on site at pickup of the motorcycle. Partial payments are possible on request; however the minimum amount has to be 50% of the total. The remaining 50% are to be paid on site at pickup of the motorcycle.

### 3. Service and Price

The booking confirmation of the hirer enlists all individual services and the total price of the booking. Unlisted individual services, demanded by the customer when the contract is concluded or at pickup, must be paid separately. Generally the customer receives the motorcycle he has booked, even though it can vary in color and features of the model shown on the website or in the brochure. This is not considered a service change. If a change is due to conditions which are beyond the hirers' influence, and the desired motorcycle is not available on short term, the renter will receive a motorcycle of the same group; a further claim for compensation is excluded.

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## 4. Rescission of the contract by the customer

In case the renter withdraws from the contract, we reserve the right to charge the following cancellation fees: 1 week before arrival 100%, 2 weeks before 80%, 3 weeks before 60% and 4 before weeks 50% of the total rental. Moreover, the renter is free to prove the hirer of a minor damage. Changes of dates and / or motorcycles can only be made prior arrangement, withdrawing from the existing contract followed by a new booking. Any payments of the prior contract will be credited to the new booking.

## 5. Cancellation by the hirer

If, for any reason beyond the influence of the hirer (acts of god, strikes, acts of terrorism, natural disasters, etc.), a confirmed rental has to be cancelled, the full amount that has been paid by the renter will be refunded. Further claims excluded. Furthermore, a rental contract can be cancelled by the hirer with immediate effect, if one or more obligations of the rental terms are not complied by the renter, or if he has been acting in contrary to them. In consequence, the hired vehicle will be recovered by the hirer excluding any refund of the rental price.

## 6. Compliance with regulations

The renter solely is responsible for complying with the respective road traffic regulations. Each renter travels at his own risk and shall be liable under the statutory liability for damages inflicted on passengers or other road users.

## 7. Passport, visa, health regulations and driving license

The renter solely is responsible for complying with the requirements established on the Balearic Islands, referring to passport, visa, health, and the driving license regulations, just as well as for respecting the traffic rules. In case the renter fails to comply with these regulation and thereby is unable to take over the motorcycle he has booked or he has to return it prematurely, the hirer is exempt from liability and has no obligation to refund any payments on account.

## 8. Liability

The hirer is liable within the stipulations of the liability insurance and for the conscientious care and technical state of the motorcycle. In case of breakdown of a motorcycle during the rental period, the hirer will strive towards a substitute immediately.

However, he has no obligation to do so.

The renter is fully responsible for all damages caused by him to the rented motorcycle, resulting from improper use or by causing a traffic accident, as well as for any resulting costs of third parties, such as recovery costs etc. The renter is also liable for loss or theft of the rented motorcycle.

## 9. Complaints

The renter is obligated to report immediately any service disruptions and damages on the rented motorcycle and to go any reasonable lengths for keeping the damage as little as possible.

## 10. Jurisdiction

The court of jurisdiction is agreed mutually in Inca (Mallorca).

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## 11. Final Provisions

All contractual agreements must be in writing. This also applies for a waiver of this clause. If any provision of these Terms and Conditions is wholly or partially invalid, the validity of the remaining provisions shall not be affected. The parties are obliged to replace the invalid provisions by provisions that come as close as possible to the economic purpose of the invalid provision.

## Terms of Hiring

### 1. Minimum age

The minimum age for renting a motorcycle is 25 years. The driver must be in possession of his driving license for at least 2 years and it has to be valid to drive the selected motorcycle.

### 2. Rent

Purpose of the contract with the Car Hire is the temporary loan of the booked motorcycle. The mentioned motorcycles are vehicles which are licensed as self-drive rental vehicles.

All prices are unlimited kilometers, including liability insurance plus an excess of €1.500 for brands such as BMW, Aprilia/ Piaggio and Harley Davidson.. Fuel costs are not included.

The excess is payable as a deposit for the motorcycle before handover in cash or by credit card (Euro / MasterCard / VISA).

If the vehicle is returned before expiry of the former agreed rental period, the total cost agreed on in the contract must be paid anyway.

### 3. Obligations of the renter

The renter has to handle the motorcycle with care and, in particular, respect the technical regulations and instructions, just as well as to ensure road safety. Oil, water level, tire pressure and the correct tension of the drive chain should be checked regularly by the renter during the entire rental period. The renter must comply with the legal requirements, especially the road traffic laws. He is responsible for all administrative fees, fines and penalties, based on its use of the motorcycle.

It is specifically prohibited for the renter to:

leave the motorcycle to any third person who is not named in the contract as authorized driver.

leave the motorcycle to such an authorized driver when this person has been banned from driving by the authorities, he is not in possession of a valid driving license or when he is not roadworthy.

use the motorcycle when a ban was imposed against the renter or he is not in possession of a valid driving license.

use the motorcycle in an unroadworthy state.

participate in motorsport events of any kind including the associated practice drives.

use the motorcycle off-road or on the beach.

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carry out manipulations on the speedometer. Any defects on the speedometer have to be reported immediately to the hirer.

pledge the motorcycle, sell it or dispose of the motorcycle or its separate parts, such as equipment, accessories or documents, in specific ways, which could harm the hirers right of ownership or any other rights.

abandon the hired motorcycle in a non theft proof condition.

ship the hired vehicle outside the territory of the Balearic Islands. The shipping from Mallorca to another Balearic island has to be reported to the hirer in advance.

## 4. Obligations and liability of the hirer

The hirer hands out the motorcycle in perfect, clean, operationally safe and roadworthy condition and with undamaged sealing of various component parts. Further claims, for whatever legal reason, are excluded, unless the damage for the renter is based on plain purpose or gross negligence on part of the hirer.

## 5. Liability of the renter for damages

From the moment of hand-over until the actual return of the motorcycle the renter is also responsible for slight negligence regarding foundering of a vessel (including loss or confiscation of the motorcycle) and for all damages (such as accident or operational damage, damage caused by improper treatment and loss in value) arising beyond normal wear out on the motorcycle during the rental period. The renter is liable for any actual costs arising regarding the motorcycle: repair costs established by an expert opinion, rescue and repatriation costs, expert costs, technical and economic impairment, loss of rent during the repair time and, in case of a total loss, the replenishment lead time. As of rent a regular daily fee is to be compensated per day.

The renters right to proof a minor damage is reserved. The renter is also liable for additional hired accessories.

## 6. How to behave during accidents and other damages

In case of any loss or damage, even when there are no third parties involved, the renter is obliged to notify the hirer by phone immediately. Towing and / or repair services shall be ordered only after consultation with the hirer. The police have to be called immediately in any accident. Evidences (witnesses, tracks, etc.) must be secured to determine the data of the involved. Furthermore anything possible has to be done to contribute to a correct and complete clarification of the accident. The renter agrees to not submit any acknowledgment of a debt nor any other action (payment, comparisons) that could endanger the insurances cover.

## 7. Insurance coverage

The motorcycle has a general liability insurance coverage for personal injury, property damage and financial loss. **The amount insured rises up to 50 million euro for third party damages, whilst the benefit, in case of personal injury, is limited to 8 million euro per injured person.**

The renter has the possibility to take out a fully comprehensive insurance. The extra costs per day are €20,00 for any BMW /Piaggio and Harley Davidson motorcycle. The excess for BMW ,Aprilia/Piaggio and Harley Davidson motorcycles amounts to €1.500.

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As the renter has not taken out the fully comprehensive insurance, he is totally liable himself and bears the total costs in case of a full loss.

At pick up the renter has to provide a deposit of €1.500 for BMW, Aprilia /Piaggio and Harley Davidson motorcycles in cash or by credit card. The full amount will be refunded as the motorcycle has been returned undamaged. The renter is explicitly advised that he is also totally liable for damages, when he or his auxiliary person:

- ignores the contractual obligations in accordance with paragraph 4.
- leaves the scene of an accident without permission,
- causes damages by a willful or gross negligence.
- exceeds the agreed rental period contrary to the contract.

## 8. Motorcycle return

The motorcycle is handed over to the renter fully fueled, clean, in perfect conditions and without any apparent defects. Therefore the renter is obliged to return the motorcycle in the same conditions at the end of the rental period at the place, date and time agreed on with all papers, keys, tools and accessories. In case of loss of any tool, the vehicle key and / or the vehicle documents, these must be replaced by the renter. When the vehicle is severely soiled the renter will pay any upcoming cleaning costs.

If the return time is exceeded by more than two hours, the renter is obliged to pay an additional day of rent as compensation. The renter is entitled to prove that the damage caused to the hirer by exceeding the period is null or smaller than indicated.

### Administrative Charge for Processing of Fines

The standard charge per each penalty report or case file issued by the competent authority during the rental period is of 25.00 Euro.

The hirer may cancel the rental agreement without notice, for any important reason known, that could make the continuation of the contract unacceptable. Important reasons apply in particular to a misrepresentation of the hirer referring to his personal data or reliability, such as a serious breach of contractual obligations. In case of an immediate termination of the contract, the hired vehicle has to be returned straight away before expiration of the ordinary rental period. In addition, claims for damages from the hirer shall not be affected.