

GENERAL TERMS AND CONDITIONS OF ELECTRICITY RENTAL

I. General Terms and Conditions

1. The General Terms and Conditions set out the conditions under which the subject of the lease owned by the Lessor will be left to the Lessee for temporary use.
2. By signing the Electric Bicycle Lease Agreement, the Lessee declares that he / she has read the wording before signing the Agreement. these general rental conditions.
3. At the same time, by signing the Electric Bicycle Lease Agreement, the Lessee declares that he has no reservations about the wording of these general terms and conditions and fully agrees with them.
4. The Lessee further confirms that the subject of the lease, which is specified in the Lease Agreement, took over from the landlord in good condition without obvious defects and damage.
5. The Lessee confirms that he has been properly instructed by the Lessor on how to use the leased object.

II. The amount of rent and deposit

1. The contracting parties have agreed that the amount of rent for the use of the leased object is determined depending on the duration of the rental relationship by an agreement based on the Electric Bicycle Lease Agreement. The Lessee undertakes to pay the Lessor the agreed amount for the rental of the electric bicycle in cash, upon taking over the subject of the lease for temporary use, or in advance on the basis of the issued advance invoice. In the case of extension of the lease, based on the agreement of the parties, the lessee will be charged the rent determined according to the period of extension of the lease. The landlord may use a deposit to the extent of the additional rent in the scope in question.
2. The Lessee is obliged to pay a deposit to the Lessor together with the agreed rent in the amount specified in the Electric Bicycle Lease Agreement. The deposit can be used to secure any obligations of the lessee arising from the Contract for the lease of electric bicycles. The main form of using the deposit is to offset the rent beyond the contractual period. Another possibility of using the deposit is to pay for repairs caused by damage to the leased object caused by the tenant. Normal wear and tear is not considered to be damage such as hardened plates. In the event that the leased object is returned on time and without damage, the landlord undertakes to return the paid deposit to the lessee immediately upon delivery of the leased object in full. The deposit can also be used to cover the lessee's obligations arising from the breach of the lessee's obligations under the Electric Bicycle Lease Agreement.

III. Obligations of the contracting parties

1. The Lessor is obliged to hand over the leased object to the lessee for the purpose of its temporary use in a proper technical condition, enabling the use of the leased object for the agreed purpose. Routine maintenance of the leased object during the lease period is mandatory by the lessee. The Lessee will follow the manual / instructions for use as well as the principles of use and operation of the electric bicycle when using the subject of the lease. In case of technical failure of the electric bicycle - broken engine, defect, etc. the lessee is immediately obliged to contact the lessor in order to agree on a procedure for eliminating the failure.
2. If the subject of the lease will also include accessories e.g. roof rack for vehicle, carrier for vehicle towing equipment, pram, etc. the lessee is obliged to follow the instructions of the lessor and at the same time to follow the technical documentation of the vehicle on the maximum permissible vehicle load as well as on the method of installation and operation of such accessories on his vehicle. In the event that the lessee does not proceed in accordance with the technical documentation of the vehicle and there is damage to accessories or. the lessor does not bear any responsibility for the damage caused in this way or damages caused to third parties.
3. The Lessor shall hand over and, after the agreed rental period, take over the object of the lease from the Lessee at its point of sale, within the term agreed in the Electric Bicycle Lease Agreement, unless the contracting parties verbally agree otherwise. The takeover of the leased object by the lessee and the handover of the leased object after the expiry of the agreed lease period will be confirmed by the contracting parties in the protocol which is a part of the Electric Bicycle Lease Agreement.
4. The lessee is obliged to use the leased object exclusively in accordance with its purpose, namely for leisure cycling. The lessee is obliged to treat the leased object in such a way that there is no damage to the leased object or its undue wear and tear. The lessee is obliged to protect the leased object from damage, loss or destruction and is liable to the lessor for all damage, loss and destruction of the leased object in full, regardless of the fault of the lessee.
5. The subject of the lease may be used only by the lessee. For damage to the object of rent by a person whose tenant object the tenant is liable, as if the damage to the object of the lease was caused by himself.
6. The right to use the subject of the lease expires at the end of the period for which the contract was agreed. The tenant is obliged to hand over the object of the lease to the lessor at the point of sale of the lessor at which the object of the lease was taken over

lessee at the beginning of the lease relationship established by the Electric Bicycle Lease Agreement, no later than the time specified in the Electric Bicycle Lease Agreement, unless the contracting parties verbally agree otherwise.

7. Any damage or defects to the leased object caused by improper use of the leased object or for other reasons caused or caused by the lessee during the duration of the lease relationship shall be borne in full by the lessee.
8. The lessee is obliged to secure the object of the lease against theft. In the event of theft of the leased object, the lessee is obliged to immediately report this fact on the telephone number 112 or at the relevant department of the Police Corps, in order to write a report on the theft, and is obliged to submit this report to the landlord.
The Lessee is also obliged to immediately contact the Lessor by telephone and inform him of the facts of damage or theft.
9. In the event of loss, theft or destruction of the leased object during the lease, so that the leased object becomes unusable, the lessee undertakes to pay the lessor the purchase price of the leased object within 30 days from the date of the damage event.
10. For non-return of the subject of the lease according to the conditions arising from the Electric Bicycle Lease Agreement or these general lease conditions, the Lessee is obliged to pay the Lessor a contractual penalty in the amount of EUR **100**. with VAT for each and every calendar day of delay with the return of the leased object, until the return of the leased object to the lessor.
11. The Lessee is not entitled to sublease the subject of the lease to a third party, the above does not apply if the Lessor grants written consent to the lessee.
12. The Lessee acknowledges that when using the leased object, he is obliged to properly comply with all rules and regulations relating to road safety and traffic flow, and also acknowledges that for violation of these rules and regulations relating to road safety and traffic flow, or for damage to property and health of third parties, which arose in connection with this violation, the lessee is solely responsible. At the same time, the Lessee acknowledges that it is also liable for violation of the rules, legal regulations specified in the preceding sentence of this General Terms and Conditions and for any damage that occurred in connection with their violation, if these were violated by third parties who leased the tenant about renting an electric bike they used.
13. By signing the Lease Agreement, the Lessee acknowledges that any fines for offenses committed in the area of traffic flow and road safety, as well as other offenses of the Lessee committed during the lease established under the Lease Agreement, in connection with the use of the subject of the lease, paid exclusively by the lessee. The Lessee is also liable for any fines imposed in connection with the commission of the offenses referred to in the previous sentence of this General Terms and Conditions, if these were committed by third parties who used the subject of the lease entrusted to the Lessee by the Electric Lease Agreement.
14. By signing the Lease Agreement, the Lessee declares that the Lease uses the Lease at its own risk and is liable for all damages caused in connection with the use of the Lease as well as for any damage caused by third parties when using the Lease. electrobicycle.

IV. Termination of lease

1. The lease agreement expires at the end of the period for which the lease was agreed upon by signing the Acceptance Protocol electrobicycle.
2. The Lessor has the right to withdraw from the Contract for the lease of electric bicycles and demand the immediate return of the object of lease before the expiration of the period agreed upon without giving a reason, especially if: the Lessor does not use the object properly, in accordance with the purpose which is intended, or at the time of the planned takeover or during the use of the leased object, the lessee was under the influence of any narcotics.

V. Final provisions

1. By signing these general conditions, as the data subject, I consent to the processing of my personal data and for this purpose making photocopies of my personal documents (name and surname, date of birth, birth number, address of permanent residence, telephone contact, email address) for the purpose of providing and receiving the services of the operator, the operator, which is the lessor, for an indefinite period. As the person concerned, I declare that I am aware of my rights in accordance with Act no. 18/2018 Coll. on the protection of personal data and on the amendment of certain laws, and that I was provided with all the information under that law.

At the same time, I declare that the personal data provided is true and has been provided freely. The data subject has the right to file a motion to initiate proceedings with the Office for Personal Data Protection of the Slovak Republic if he or she considers that he or she is directly affected by his or her rights under the GDPR Regulation or the relevant legal regulations.

The data subject has the right to (I) request access to personal data from the controller, (II) to correct personal data

(III) the erasure of personal data, (IV) the restriction on the processing of personal data, (V) the right to the transfer of personal data and (VI) the right to object to the processing of personal data. The person concerned may exercise these rights by contacting the operator in writing by sending a letter to the company 's registered office or electronically by sending an e-mail. The relevant legislation is, in particular, the GDPR Regulation, the applicable Personal Data Protection Act, as amended, and other applicable generally binding legal regulations.

2. The contracting parties got acquainted with the content of these general rental conditions, understood their content and, as a sign of agreement with the wording of these general rental conditions as well as the electric bicycle rental agreement, freely signed.
3. If any provision of the Electric Lease Agreement or the provisions of these General Lease Terms is declared ineffective, invalid or unenforceable by a court or competent public authority for any reason, or becomes invalid, invalid and / or no longer enforceable for any other reason, , the effectiveness and enforceability of other provisions of the Electric Lease Agreement or these General Lease Conditions shall not be affected.

IN, on:

Listed by : *CoolTour.sk sro, vz Gábor Varga, signed:*

Tenant: *Name:*, *signature:*