



**Puglia
in movimento**
energia
rinnovabile

Puglia in movimento srl – energia rinnovabile & mobilità sostenibile

Terms and conditions for bicycle rental and tour

This section provides a set of rules that must be followed by users who intend to rent bicycle, bikes and electrical bicycles owned by PUGLIA IN MOVIMENTO S.r.l.

With the signing of the rental agreement the client declares to have completely acknowledged and accepted the terms and conditions for the rental.

1) Rental Conditions

- The rental is allowed only for 18 years-old clients, i.e. adult people. Younger people must be necessarily accompanied by an adult who will take them upon his responsibility.

- At the moment of the rental/tour a valid document must be showed to the renter (identity card or passport), which will be held until the end of rental period and then given back at the moment of bike restitution.

- As preventive measure, the details of client's credit card will be requested at the moment of rent. In case of damage, loss or theft of the hired bicycle and the related accessories, the rental firm will be authorized to charge all the relative costs on the credit card.

- At the moment of rent is required a **security deposit of EUR 100,00** (one hundred/00) for each bike rented (zero euro for Tour operator). **In case of theft or significant damage, the client must to integrate the paid deposit with other:**

700.00 EU per hybrid bicycle (800.00 Euro total except the parts rented with the bikes)

2500.00 EU per e-bike or gravel model (2600.00 Euro total except the parts rented with the bikes)

1100.00 EU per road bike Aluminium (1200.00 Euro total except the parts rented with the bikes)

1500.00 EU per road bike Carbon (1600.00 Euro total except the parts rented with the bikes).

The rental price is not intended as an advance payment of the additional amount claimed. For each rental must be a valid document and a security deposit, in the case of a group, one person may pay the security deposit for all participants and give a single identity document, bearing in mind that the same person will be responsible for the rent of all vehicles and accessories.

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- Security deposit will be given back upon return of the bicycles, after verification by a representative from the rental company of the state of bicycles and accessories delivered.
- The times to pick up or deliver the bike must always be agreed by e-mail or phone, there is no guarantee the service without notice. Upon booking, you can also pick up / deliver the bike in a different place from the locations indicated. Pick up or delivery in Bari (anywhere in the city) does not include additional costs, but instead we calculate € 20,00 max n. 4 bikes to take or deliver up to 15Km away from the station of Bari (reference: google maps) and € 1,00 for every additional km.
- The return of the bikes and the accessories must be made within the time frame specified. The extension of the rental period will be possible only with the consent of the rental company, any delays will be subject to a surcharge equal to the minimum cost of a day's rental.
- Payment can be by bank transfer, paypal, cash.
- After confirmation of rental companies about the availability and only after the reply to our questions for booking (name, surname, residential address, phone number included international number, nationality, email, accomodation list in Puglia), the payment shall be made to the following:
 - Down payment of 50% of the total amount must be made at time of booking. Once the rental firm records the payment reservation is considered valid and confirmed, so it is recommended to pay attention to the value date.
 - Full payment must be made at the time of taking the bikes and in any case before the rental period indicated. In case of withdrawals of bikes in other locations the full payment must be provided within 5 working days before the rental starting date.
- The cancellation of the reservation is accepted within 15 working days before the established starting date, not later (not valid if the bikes come from a Puglia in movimento's partner, in this case the customer has not right for the return of the payment). In case the full payment is left undone or, in case the order cancellation is transmitted in delay (or undone), the termination clause concerning the rental contract will be applied and consequently a penalty of the 100% will be charged on client account. In any case, order cancellations

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lead to the payment of an administration fee of € 10.00 (ten/00).

- The terms and conditions mentioned above are also valid for Pick up or Deliver services out elsewhere.

2) Liability

- At the moment of delivery, a check up of bikes will be made in order to guarantee their perfect functionality. By accepting the delivery, the client recognizes that the bicycle is mechanically efficient and declares that it has been previously controlled. The same conditions are valid also in case of rental of accessories, where it must be declared that they are being taken in perfect conditions and suitable for the agreed use.

- The bikes are to be used only as a means of transport and to be handled with caution, common sense and diligence. Ride competitions, reckless manoeuvres and play performances of any kind are forbidden. Users must use bikes and accessories without damaging themselves, other persons, other vehicles and relative accessories.

- The use of bicycles to do users' own businesses is forbidden, they cannot be given to others.

- Rented bicycles should never be left unattended, they should be always locked.

- Clients are obliged to follow local road traffic regulations. The rental company PUGLIA IN MOVIMENTO srl declines any responsibility in case of infraction of such regulations.

- Any fact, damage or injury resulting from use of the vehicle is only under the driver's responsibility. Users are therefore responsible for every damage caused during the ride: damage to himself, to others, to other property and to the bicycle. In this case the rental company PUGLIA IN MOVIMENTO srl cannot be charged of any damage compensation.

- In case of theft or irreparable damage of bicycles, users must totally refund the rental firm, as already mentioned above. Bicycles which are not returned back, unless the fact is justifiable for exceptional circumstances, will be considered as theft and therefore reported to the judicial authorities.

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- In case of theft or big damage of the bicycle or accessories, customers will pay as soon as possible or maximum within 7 days (seven) the amount as written at the point nr. 1 of this document.

- In case the vehicle does not correctly work, even if a check up has been done at the moment of delivery, users must promptly report the problem to the rental company. Depending on availability, the rental company may deliver a substituting vehicle which could be not necessarily the same model. In this case additional costs will be charged, i.e. EUR 20.00 up to 15 km far and + 1,00 Euro for each additional Km (the starting reference is the station of Bari; the route is calculated on google maps).

- The signing of the rental agreement implies the knowledge and acceptance of all the rules, tariffs and conditions concerning the pick-up service and the delivery.

- Having read the terms and conditions of this letter and in accordance with Article 1341 of the Civil Code, I hereby accept the paragraphs of said terms and conditions.

3) Biketours

For bike tours the customers are always responsible for himself. The bike tour guided or self-guided could be provided also without insurance, so in case of damage or injury resulting from use of the vehicle is only under the driver's responsibility. Users are therefore responsible for every damage caused during the ride: damage to himself, to others, to other property and to the bicycle. In this case the company PUGLIA IN MOVIMENTO srl or the tutor accompanying cannot be charged of any damage compensation.

NOTE

In case of misunderstanding of the present rental conditions, the Italian version will prevail on the one in English language.

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By signing below, I hereby acknowledge that I have completely read and fully understand the Terms and conditions for bicycle rental and tour of Puglia in movimento company. I also affirm the truth of the following statements:

Name: _____

Surname: _____

Residential address: _____

Name company: _____ Company address: _____

Nationality: _____ Phone number: _____

Email: _____

Rental period: from _____ time _____ place _____

to _____ time _____ place _____

Document type: _____ nr: _____ expiry: _____

Bikes:

Parts rented with the bikes:

Date

Signature

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Privacy Policy (GDPO)

In accordance with the Regulation EU 2016/679 (GDPR)

When you use our services, you accept that our company will collect some of your personal data.

We request your personal data either for identifying the person/people who is/are responsible for our rented bikes or we do so for booking your accommodation and/or for providing other services linked to our bike rentals and bike tours. Such data of yours can be also used by our business partners, such as tour operators or transfer services. Furthermore if you provide third parties' personal data, such as your relatives' or friends' personal data, you must be sure that these persons have been well informed about it and have agreed to the related processing in accordance with this policy. We do not track our clients who visit our website.

Your personal data gathering is only compulsory for the necessary operations that will guarantee our services to you (if you refuse to provide your personal data we will not be able to provide our services to you); it is instead optional for the promotional and profiling purposes, so that if you refuse to provide your personal data in this case, there will be no negative consequences to the providing of our services.

The owner of your personal data processing is Puglia in movimento S.r.l. represented by its Head, Mr Adriano Lapedota, with legal headquarters in Capurso (BA), Via Montesano, 58. VAT number 06870740724

We would like to remind you that you can reach the company at any time and ask whatever question or request related to your personal data and to the respect of your privacy, writing to the following email address energia@pugliainmovimento.com.

Your personal data collected for services providing purposes could be transmitted to:

companies whose operations are strictly connected and instrumental to our own - even technical - operations necessary to provide Puglia in movimento s.r.l. services, such as for example suppliers who provide bike and accessories rental services or luggage transfer services, car or other vehicle rental services, accommodation facilities and/or restaurants/food services, as well as tour operators and travel agencies, but also companies who provide insurance services, administration services, data storage services, payment and invoicing services, tax consultancy, as well as administrative and judicial authorities and bodies in accordance with the legal requirements.

Your personal data may be transferred outside European Union to be processed by some of our services' suppliers, in any case we ask our suppliers to always manage your personal data in accordance with the law as provided for by the European legal system. We do not sell or transfer your personal data to third parties in any way.

You can request to verify or delete your personal data from our archives at any time, sending an email to energia@pugliainmovimento.com.

Cancellation from our archives will take place within 30 days from your request.

We would like to remind you that you can send an email to our email address energia@pugliainmovimento.com if you have any question or request related to your personal data and to the respect of your privacy.

Storage and preservation of your personal data will be in hardcopy and/or softcopy and will last for a period of time considered necessary to the fulfillment of the services provided, in respect of your privacy and current regulations.

For the purpose of direct marketing and profiling, we store your data for the maximum period of respectively 24 and 12 months, as provided for by the applicable regulation.

The invoices, the accounting files and the data related to transactions are kept for 11 years in accordance with the law (included the tax obligations).

In case of application of the "right to be forgotten" through explicit request of your personal data's erasure, we would like to remind you that such data will be kept, protected and with limited access, merely for the purpose of investigation and prosecution of criminal offences, for up to 12 months from the request date and then your personal data will be cancelled in a secure way and irreversibly anonymised.

Your personal data protection is insured by the use of effective IT tools, such as antivirus, antispam, firewall.

This policy may be subject to modifications. In case of substantial modifications to the use of the user's personal data by the owner of data processing, this one will inform the user by clearly reporting them on the company's website or on hardcopy files or through alternative or similar ways.

Date

Signature

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