

# Regulations for Electric Bike Rental

These regulations define the conditions of use, the scope of rights, obligations, and the liability of persons using bicycles owned by **Krystyna Steffen Hotel Olympia**, located at ul. Karkonoska 1 in Przesieka, NIP 611 005 20 47, hereinafter referred to as the **Rental Shop**.

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## GENERAL PROVISIONS

1. The electric bike and bike accessory rental shop is operated by Krystyna Steffen, conducting business at ul. Karkonoska 1, 58-563 Przesieka (hereinafter also referred to as the "Rental Shop").
2. These Regulations define the rules and conditions for using the Rental Shop's equipment.
3. The person renting equipment from the Rental Shop (hereinafter "Client" or "Renter") enters into a civil law agreement with the Rental Shop, in accordance with the terms specified in the contract, of which these regulations are an integral part.

## RESERVATION PROCEDURE

4. Reservations can be made in person, by phone, or by email to the Rental Shop's email address.
5. A reservation is guaranteed upon payment of a down payment (zadatek) by the Client, in accordance with the Rental Shop's price list. Payment of the down payment is equivalent to accepting these Regulations and the Rental Shop's Price List. If the Client fails to fulfill the reservation, the down payment is forfeited.
6. Failure to pay the down payment within the specified time and amount authorizes the Rental Shop to cancel the reservation and consider it void.
7. Changes to the reservation require agreement and email confirmation between the Client and the Rental Shop.
8. If the Rental Shop, for reasons beyond the Client's control, is unable to fulfill the reservation terms and cancels the reservation, it shall refund the collected down payment to the Client in full.
9. The Rental Shop does not refund rental costs if the Client, for reasons on the Client's side, of their own will, or as a result of circumstances beyond the Rental Shop's control, has not utilized the full rental time.

## EQUIPMENT RENTAL RULES

13. The fee for renting equipment is in accordance with the price list made available at the rental shop and on the Rental Shop's website. Equipment will not be rented to persons under the influence of alcohol or other intoxicants.
14. To rent a bike, one must: present an ID card or other photo ID, be of legal age (18+), and sign a bike rental agreement, accepting the conditions presented in the rental regulations.
15. In special circumstances (e.g., using the rented bike on difficult trails, such as mountain MTB or singletracks), the Rental Shop may also collect an additional security deposit upon equipment release, in accordance with the price list, to cover damages related to the use of the bike.
16. One bike along with additional equipment (anti-theft lock, helmet, bike charger) may be rented per one identity document. An exception is a child's bike, which may be added to an adult's bike or rented for a child by an adult according to the above-mentioned rules. A person not possessing the

aforementioned documents may rent by providing a financial security deposit corresponding to the value of the equipment, as determined by the Rental Shop.

17. Passing the bike to third parties is prohibited.
18. The rented bike is clean and technically sound and should be returned to the rental shop in the same condition.
19. The Client is personally responsible for the rented bike and additional equipment. They bear full responsibility for any damage from the moment of renting the bike until its return.
20. Responsibility for minors using the rented equipment during the rental agreement period is borne by the Client who signs the rental agreement.
21. The Client declares that they possess the necessary knowledge regarding the operation of the equipment and undertakes to care for it and use it in a safe manner and for its intended purpose.
22. The Client is obliged to care for the rented equipment, in particular:
  - o a) leaving the rented equipment under appropriate supervision, secured and in safe places.
  - o b) using the anti-theft lock provided by the Rental Shop on the bike.
  - o c) ensuring the cleaning and drying of the rented equipment in case of bad weather conditions or riding through difficult terrain.
23. The Client is responsible for all events caused by the use of the rented equipment, including events resulting from the violation of applicable laws while using the rented equipment.
24. By entering into the rental agreement, the Client declares that they will use the rented equipment in accordance with the law, including traffic regulations, and with due care for the rented items.
25. The costs of theft, misplacement, loss, destruction, appropriation, or damage to the equipment covered by the agreement during the rental period are covered by the Client.
26. If, upon return, the equipment is found to be incomplete, damaged, severely dirty, or other circumstances affecting its market value are identified, the Rental Shop has the right to deduct the costs of repair, replacement, or cleaning of the equipment from the deposit, based on the service technician's prices. The value of the replacement or repair is deducted from the deposit, and the Client receives an invoice for the service. If the cost of repairs or equipment replacement exceeds the value of the deposit, the Rental Shop has the right to claim compensation from the Client based on the principles set out in the Civil Code.
27. The Rental Shop returns the deposit to the Client unless there are grounds to deduct part of the deposit due to events. Any monetary refunds will be transferred exclusively to the bank account from which the payment was made, or in its absence (payment made by postal order), in the form of a postal order to the Client's address provided in the reservation, or in cash if the payment was made in such form.
28. In the event of an equipment failure resulting from damage caused by the Client through improper operation or negligence, the Client is obliged to immediately notify the rental shop of this fact.
29. In the event of theft of all or part of the equipment covered by this agreement, the Client is obliged to immediately notify the Police and the Rental Shop.
30. In the event of failure to return the rented Equipment within the time specified in the agreement, failure to report a desire to extend the rental time, and lack of acceptance by the Rental Shop, such a situation may be considered theft of the Equipment by the Client, and the Rental Shop reserves the right to take all legal steps to protect its rights, including informing law enforcement agencies.

31. It is forbidden to use the Equipment by persons under the influence of alcohol or other intoxicants, psychotropic substances, or substitute measures within the meaning of the regulations on counter-acting drug addiction; medications that prohibit or recommend refraining from driving vehicles.
  32. The Client is aware that cycling involves sports risks. The consequences of practicing cycling sports may include bodily injury, risk of disease, and even the death of the client or a third party. Despite being fully aware of the risk, the Client independently decides to rent the equipment and waives all claims against the rental shop for accidents, damages, or injuries sustained while using the rented bike.
  33. Other matters not included in these regulations are governed by the relevant acts of Polish law, in particular the Civil Code of April 23, 1964.
  34. The court considering potential disputes is the court with subject matter jurisdiction in Jelenia Góra.
  35. Acceptance of these Regulations and the rental of the Equipment are equivalent to: a declaration of health status enabling safe movement on a bicycle; the ability to ride a bicycle; possessing the qualifications required by law and knowledge of traffic regulations.
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## **PERSONAL DATA PROTECTION AND PRIVACY POLICY**

35. The administrator of personal data within the meaning of the Personal Data Protection Act is the electric bike rental shop, operated as part of the business activity of Krystyna Steffen, ul. Karkonoska 1, 58-563 Przesieka.
36. Personal data provided by the Client during reservation and on the rental agreement are processed exclusively for the purpose of executing the bike rental agreement.
37. The condition for sending a reservation application and concluding a rental agreement is providing true and correct personal data of the Client in the application, along with the acceptance of the regulations and granting consent to the processing of the Client's personal data, in accordance with the applicable regulations on personal data protection.
38. Providing data for the application and agreement is voluntary but constitutes a necessary condition for concluding the rental agreement.
39. The Client has the right to access their personal data, correct them, supplement them, or adjust them.
40. Clients' personal data are processed, stored, and secured in accordance with the applicable legal order. The personal data administrator is obliged to maintain the confidentiality of personal data.