

Terms and Conditions

Berlin on Bike terms and conditions – guided bicycle tours and rentals

Conditions regarding guided bicycle tours

§ 1 Services Contractual services are valid when a client confirms their booking, when Berlin on Bike confirms the clients booking or order, and arising from the publically announced conditions, e.g, on the Berlin on Bike website, or the Berlin on Bike flyers. Additional agreements beyond the regular contractual services require a written confirmation from Berlin on Bike.

§ 2 City Tours An exact adherence to the planned route and running order of the tour cannot be guaranteed. Therefore Berlin on Bike reserves the right to change the route or the tour content, in the event of impediments such as building sites or road blockages, or similar unforeseen occurrences during the tour. In this case, tour participants will be immediately informed. Each guide may make appropriate changes to the tour as the given conditions require. Tours will take place irrespective of weather conditions provided that the safety of the participants is not at risk. Bike tours may be replaced for example, with a walking tour, if the weather is not suitable for bike riding.

§ 3 Cancellations and Booking Changes Clients may cancel their bookings of extra tours free of charge up to 28 days before the beginning of the planned event. Beyond this the following cancellation fees apply:

No cancellation fees up to 28 days before the date. 25 % cancellation fees up to 14 days before the date, 50% cancellation fees up to 7 days before the date, 75% cancellation fees up to 3 days before the date and 90% of the fees when the date is cancelled by the client less than 72 hours before the agreed date of services. If the client does not turn up to the agreed date, 90% fees will apply.

When individual participants (max. 10% of the whole group) are unable to take part in the tour i.e., due to illness, no cancellation fee will apply, as long as the new participant numbers are communicated up to 24 hours before the event by email or fax.

Special regulations for bad weather:

In the event of continuous heavy rain: we offer a replacement walking tour, such as an indoor guided tour of the Wall Memorial; or we find a spontaneous new time and date for the bike tour; or we can make an exception to the booking cancellation terms and allow a cost-free cancellation. In the case of the transport of bikes being booked and cancelled due to continuous, heavy rain, we can only cancel these services at 50% of the cost. Please note that the cost-free cancellation of a tour due to continuous, heavy rain is only possible when the group representative contacts Berlin on Bike at least 90 minutes before the start of the planned tour!

§ 4 Safety Clients may participate in our tours at their own risk. Tour participants must obey traffic regulations at all times (StVO). Berlin on Bike is not liable for injury or damage caused by willful or negligent behavior of tour participants. Participants must decide themselves if they are in an appropriate state to be able to safely complete the tour.

§ 5 Limitation of Liability Berlin on Bike is not liable for damage caused by insufficient working order of either Berlin on Bike bicycles, or their own private bicycles used on the

tour. Participants must check the working order of their bikes themselves before the tour starts.

§ 6 Notification of Defects Where services are insufficient or defect, participants may demand assistance. In this case, participants are obliged to notify Berlin on Bike either by informing the tour guide or calling Berlin on Bike on the number given below. Berlin on Bike may decline to give assistance where the effort required holds little relation to the problem at hand. If the customer is culpable of not providing notification of defects, the customer's claims may be rendered totally or partially invalid.

§ 7 Cancellation by Berlin on Bike Berlin on Bike reserves the right to cancel an event without further notice when a participant sustains disruptive behavior on a tour despite fair warning to desist. In this case, Berlin on Bike will retain the amount paid for the tour (Less expenses not incurred and refunds through service provider or other similar benefits obtained through other use of the services withdrawn). Extra costs incurred through the discontinuation of the tour must be paid by the persons responsible for disrupting the tour.

§ 8 Privacy All personal data made available to Berlin on Bike by the customer will be processed electronically and will only be used for contractual or customer service purposes. Berlin on Bike is obliged to adhere to the regulations stipulated in the German Federal Data Protection Act regarding the levying, processing and use of personal data.

Terms and Conditions of Bicycle Rental.

§ 9 Bicycle and Bicycle Accessory Rentals and Deposits Berlin on Bike is obliged to ensure that all equipment for hire are in a in operational condition at the beginning of the hire period. With their signature, the person hiring (hereafter called "the customer") declares that the equipment is in good operational order. The customer must produce personal identification. The customer must consent to the compilation of necessary personal data. If the form of personal identification does not display a valid postal address, the customer must pay a deposit of 200 €. Berlin on Bike reserves the right to withhold this deposit in the case that the hired bicycle or bicycle accessories are not returned, or returned with significant damage.

Dies entbindet den Mieter nicht von der Haftung über die Differenz bis zum entstandenen Schaden.

§ 10 Conditions of Payment The rental price must be paid upon the signing of the rental contract. The most current price-list is valid.

§ 11 Extension of the Rental Period An extension of the rental period must be agreed upon before the end of the initial rental period. If the rental period is not adhered to and no notice is given of an intention to extend the rental period, Berlin on Bike will notify the police of theft within 24 hours.

§ 12 Minimum Age Requirements The minimum age requirement for bike rental is 16. Youth and children under the age of 16 will only be permitted to use rental bikes under the supervision of an adult. In this case, the adult concerned is liable through their signature on the rental agreement.

§ 13 Use of Bicycles and Bicycle Equipment The customer declares with their signature that they are in a fit state to use the equipment and that they are aware of the road rules (StVO), as well as declaring that they are themselves responsible for adhering to these road rules. Without explicit written permission beforehand, it is not permitted to do the following: to ride the bikes on unsealed surfaces; to use the bikes for sporting competitions; to hire or lease the bikes or bike equipment to third parties. The customer is obliged to secure rental equipment against theft. When hired bicycles are not in use, the person hiring is obliged to lock the bike to an anchored object (such as a bike-stand or lamp post) with the lock

provided by Berlin on Bike. The customer must notify Berlin on Bike immediately of any loss or theft of the hired equipment. The customer will be responsible for paying the costs of the value of the equipment in the case of loss or theft. The customer is obliged to register cases of theft with the police.

§ 14 Limitation of Liability Berlin on Bike is liable for limited damages to persons or property only when the damage is clearly caused by Berlin on Bike or otherwise caused by the actions of Berlin on Bike. Such claims must be made directly to Berlin on Bike, at the latest by the return of the hired equipment. Exclusion of liability is valid in the case of hidden defects or material defects. Berlin on Bike is not liable to damage caused to the equipment during the rental period.

§ 15 Customer Liability for Damage to Equipment The customer is obliged to return rental equipment in good working order and without damage. Repair costs for damaged incurred to rental equipment over the rental period must be paid by the customer. Claims must be made by Berlin on Bike upon return of the rental equipment. Repairs are to be carried out by Berlin on Bike. Repairs may not be undertaken by the customer or third parties without the implicit agreement of Berlin on Bike.

§ 16 Accidents If the customer is involved in a road accident, the customer must call the police to the location of the accident and request an accident registration number (Unfallnummer). This number and the details of the accident must be communicated to Berlin on Bike.

§ 17 Other Regulations All agreements between the customer and Berlin on Bike, are done so under the laws of the Federal Republic of Germany. Place of jurisdiction and fulfillment is Berlin. Should individual clauses in this Terms and Conditions be legally ineffective, this does not affect the validity of the remaining clauses.