

The following are general conditions of the rental agreement concluded between the company (hereinafter Jisha Rentals) and client. The identification details of both parties are listed on page 1 of the Contract.

## **ARTICLE A. PRICE, DURATION AND EXTENSION OF RENTAL**

A.1 The rental price corresponds to the price indicated in the rental contract and has been established according to the General Valid Tariff (with reference to services, charges and taxes) and the initial rental price agreed with the renter at the moment of signing the contract, according to the selected tariff.

A.2 The rental price includes the obligatory general liability insurance of vehicles.

A.3 The deposit meant to cover any damage arising from this contract will be returned to the customer only when Jisha Rentals finds that there is no concept to deduce from it under the provisions of the General Conditions. After correctly return of the scooter by the renter to the shop from where it was originally rented, Jisha Rentals will return the deposit to the same card (if the rental period is less than 28 days) or by PayPal or bank transfer to the bank account of the renter (if the rental period exceeds 28 days). Transfer costs can be from 3 € to 17 € (depending on the renter's bank account charges) and are borne by the renter.

A.4 The renter shall return the vehicle at the agreed return date, time and place specified in the contract. The return of the vehicle in a different place from the initially specified or a late return, without previous agreement of Jisha Rentals, implies an additional fee on the renter's charge apart from the cost of the extra days. The client must present a copy of the contract and the keys for any exchange or return.

A.5 The scooter rented can not be used for professional purposes, like food and packages delivery, races, etc

A.6 The renter has a minimum age of 21 years and a driving license (minimum 3 years).

## **ARTICLE B. USE AND STATE OF VEHICLE**

B.1 The client receives the vehicle described on page 1 of the contract, in perfect working condition, with its documents, tires and accessories and promises to keep and drive the vehicle in compliance with the Circulation Code and in accordance with the specifications of the use of the type of vehicle that the client acknowledges. The damage caused to the rented vehicle shall be paid in accordance with the list of damage. It is explicitly prohibited to the renter to change any functional technical characteristics of the vehicle, the keys of the vehicle, the equipment, the accessories and/or spare parts of the vehicle, as well as any modifications of the exterior and/or interior appearance of the vehicle.

B.2 The vehicle may only be driven by the renter himself or the person specified as an additional driver in the rental contract and/or in any appendix with the condition of the driver being in possession of valid driving license for the country of the rental and in effect, and must exchange the driving license issued abroad when so required by current legislation.

In the case when a customer does not comply with the conditions and a valid driving license in force of the country of the rental, it leads to the responsibility of the customer and the service can be canceled with no refund of the amount paid. You can consult through this link the information about valid driving license and rental conditions in each country.

B.3 The renter can circulate outside the city or highway with a 125cc up to 100km starting where the vehicle was rented, taking into account that this is the distance covered by the Road Assistance and included in the price of the rental. For assistance outside this radius, the extra costs should be borne by the renter.

B.4 It is forbidden to transport the vehicle on board of any ship, train, truck or plane.

B.5 It is forbidden to leave the country territory with the rented vehicle.

B.6 Any damages caused by the renter due to breach of any of the conditions stipulated in this article or caused by the use of the vehicle in contravention of any condition of this agreement and/or due to any usage other than the usage defined in the rental contract by the lessor, authorizes the lessor to withdraw the vehicle from the renter and to bill and charge him the corresponding repair costs or other costs resulting from occurred damages by means of a previous written notice to the renter 5 days in advance.

B.7 If the scooter gets lost or robbed, the Client must present the keys of the scooter and the police theft complaint, otherwise. The client must assume the whole cost of the vehicle.

## **ARTICLE C. INSURANCE, THEFT, LOSS AND DAMAGE TO THE VEHICLE**

C.1 The rental price includes liability insurance covering damage to third parties and passengers without existing excess or maximum responsibility (Basic Coverage).

C.2 No courtesy vehicle will be delivered if, in case of accident, the customer has not submitted the documentation referred to in 8.1. No courtesy vehicle will be delivered if, in case of damages caused by the customer, the customer has not paid the value of the repair, according to the General Price List.

C.3 Theft, loss or damage has to be paid by the renter.

## **ARTICLE D. PAYMENTS**

D.1 The client agrees to pay to Jisha Rentals:

a) The amount resulting from the implementation of the General Tariff and the initial price specified in the contract according to the selected tariff, corresponding to the time period.

b) The corresponding amount of all fines or penalties and the corresponding sanctions for any kind of infringement against the legislation which may happen to the renter while driving the rented vehicle, as well as the charges for the delay of payment by the lessee and the judicial and out of court fees which may occur to the lessee as a consequence of the above stated cases. In case of fines, Jisha Rentals will charge the client for the administrative procedures.

c) An amount in the case that a Jisha Rentals employee's presence is required at a tow pound in order to reclaim a vehicle that has been impounded. In addition the client shall also be responsible for payment of the fine derived from the scooter impound by local authorities that will be charged directly on the credit card of the client.

d) The amount of any damages caused by the lessee for whatever reason deriving from the circumstance of having caused disadvantages to third parties or to the lessor regardless of being insured. In the case of the lessor being insured, it is the lessor's obligation to return to the lessee the amount that would have been charged in the absence of any insurance policy, after the lessor receives payment from the insurance company.

D.2 The payments of the costs specified in paragraph 3.1 are to be made by credit card, cash or bank transfer. If the case should arise that the lessee does not pay the aforementioned costs within 24 hours since occurred, the lessor has the right to deduct those costs from the deposit and make a claim judicially or extra judicially without further formalities.

## **ARTICLE E. ROAD ASSISTANCE**

E.1 If the bike cannot be driven, or cannot be started, the customer has to call the company roadside assistance. This number is also found in leaf instructions along with documentation of the bike or on a sticker on the handlebars of the bike.

E.2. The road assistance service is included in the rental price and covers a distance of 100 km from the store where it was rented. For assistance outside this radius, the cost of the road assistance service shall be borne by the customer. The renter agrees not to leave the scooter until the roadside assistance tow truck has arrived at the place at which the scooter has broken down to take it to the place from where it was rented.

E.3. Jisha Rentals shall charge to the customer if the renter misuses the roadside assistance service: (I) lost keys or helmets, (II) lack of gasoline or electric charging, (III) yellow safety button, (IV) rescue of the vehicle from unpaved or unsuitable for driving roads, or ignorance of the proper functioning of the scooter include misuse.

## **ARTICLE F. MAINTENANCE AND REPAIR**

F.1 The Customer is not authorized to order the repair of the vehicle, unless authorized by Jisha Rentals.

F.2 It is customer's responsibility to stop the vehicle when a malfunction of the vehicle is detected and contact Jisha Rentals or the road assistance service.

F.3 The customer has no right of courtesy vehicle during the time of the mechanical check, which can reach up to 2,5h.

## **ARTICLE G. INCIDENTS**

G.1 In the case of an accident with the rented vehicle, the customer shall submit to the place where the vehicle was rented, the Declaration of Accident (blue form located inside the seat of the scooter with other documents) duly completed by the two parties involved no later than 48 hours from the time of the accident, except in cases of force majeure justified, and in any case always before the end of the rental. Incomplete or illegible Declaration of Accident are not accepted, and if so, will become Customer's responsibility to pay damages of the vehicle.

G.2 Non-delivery by the renter to Jisha Rentals of the Declaration of Accident, will involve a minimum charge of 50 €, payable to Jisha Rentals, whatever the cost of the damage to the vehicle at the time of its return. In any case, the deposit will be retained until the renter has clarified which party is responsible for the accident and, therefore, who is responsible for the damages to Jisha Rentals's vehicle

G.3 If in case of an accident, the vehicle is not suitable for driving, Jisha Rentals it will retain it until completion of the formalities of damage expertise. In this case, the customer has no right to courtesy vehicle.

## **ARTICLE H. FUEL**

H.1 The fuel consumed during the rental period is paid by the customer.

H.2 Customer must refuel the vehicle with the correct type of fuel, otherwise the Customer shall be responsible for the costs incurred in the transfer and / or repair of damage produced in the vehicle by misfuelling.

H.3 The scooter has to be returned with the same gas level as previously marked in the contract. If the scooter is not returned with the same gas level, Jisha Rentals will charge.

## **ARTICLE I. APPLICABLE LEGISLATION AND JURISDICTION**

I.1 The present contract will be valid and interpreted according to the Spanish laws.

I.2 Issues concerning this contract between the lessor and the renter will fall within the competence/jurisdiction of the Spanish courts of the city the contract has been signed in, to which both parties submit.

## **ARTICLE J. RESERVATION CANCELATION POLICY**

If the cancellation is made with a notice of more than 24 hours, 100% of the paid amount is refunded.

We do not accept cancellations with a notice of less than 24 hours.

If the cancellation of the booking is made without notice, the lessor will not proceed to any refund.

Jisha Rentals is not responsible for the weather conditions.