

**TERMS AND CONDITIONS**  
**FOR E-BIKE RENTAL**  
**AND**  
**BACKCOUNTRY CYCLING TOUR GUIDE SERVICE**

**1. GENERAL PROVISIONS**

1.1. The General terms and conditions for the rental and backcountry cycling tour guide service of electric mountain bikes (*hereinafter: General conditions*) shall form an integral part of the contract concluded by the renter (*hereinafter: the lessee, guest, or user*) of an electric mountain bike (*hereinafter: e-bike*) and owner of e-bikes:

**RBS TURIZEM, adventure tourism, d. o. o.:**

Ribnica na Pohorju 26

2364 Ribnica na Pohorju

Registration number: 3686388000

Tax number: SI 16385616

(*hereinafter: the lessor*),

1.2. The lessee of e-bikes is each person, who has concluded an agreement with the lessor:

a. **e-bike rent** and/or

b. **guided e-bike tour.**

1.3. The agreement referred to in item (a) of the previous Provision – **e-bike rental agreement**, the agreement is concluded between the lessee and the lessor, with whom the lessor undertakes to deliver the e-bike to the lessee, who commits with the agreement to pay a certain amount of money as a rent, in accordance with the price list published on the web site URL: [www.blackpeak-ebike.com](http://www.blackpeak-ebike.com)

1.4. The agreement referred to in 1.2(b) – **guided e-bike tour agreement**, the agreement is concluded between the lessee and the lessor, with whom the lessor undertakes to provide the backcountry tour guide (*hereinafter also: guide*), who will guide and accompany the lessee on a bike tour as determined by the guide. The lessee is obliged to pay for the services described in the agreement a certain amount of money, according to the price list published on the web site URL: [www.blackpeak-ebike.com](http://www.blackpeak-ebike.com) (*hereinafter: the website*).

1.5. The agreement from Provision 1.3 or 1.4 is concluded and binding to the lessee, when the latter signs it at the business premises of the lessor, and the lessor undertakes it when signed by a person, authorized by the lessor.

1.6. The guest with the conclusion of the e-bike rental agreement or guided e-bike tour agreement (*e-bike rental agreement or a guided e-bike tour agreement, hereinafter collectively: the Contracts*) agrees, that it is bound by the General conditions and confirms that the content of the General terms and conditions upon signing of the contract is fully notified and understood. The guest can also be informed of general conditions at any time at the website, at the reception, and in the apartment.

1.7. The information published by the lessor on the website, in brochures, and other promotional materials regarding their services constitute as an invitation to the lessee and do not bind the lessor. The latter is not liable for any damage that might arise as a result of published information.

## 2. DUTIES OF THE LESSEE

2.1. The lessee is obliged to use the bike at their own risk, with the caution and care of a good master, in the usual way for the average recreational cyclist, in accordance with binding regulations, and at all times take care of their own safety, the safety of third parties, and things.

2.2. The lessee shall be liable for any damages caused to the lessor, the lessee, third parties or things during the use of the equipment, including damages caused to the e-bike, and expressly declares that any sustained damage will not be claimed or responsibility or compensation demanded for damages or expenses from the lessor or persons associated with (in particular, but not exclusively: employees, agents, patrons, sponsors, bike manufacturers, etc.).

2.3. In the event of damage to the e-bike or equipment resulting from contrary to the Contract or the General conditions, the lessee shall be obliged to pay flat-rate compensation to the lessee for:

- Any scratches, notches or abrasions of the color of the frame or the bike fork, as follows:
  - in the length of 1 cm to 3 cm: 30.00 EUR,
  - in the length of more than 3 cm or by the width of more than 0.5 cm, irrespective of length: 50.00EUR, but not more than 200.00 EUR. The lessee is not liable for damages caused as a result of an impact of stones, such as strikes in the frame during the ride, or the blows of the chain along the frame.
- Damage to the retractable part of the bike fork: 120.00 EUR
- Dent on the bike frame: 50.00 EUR,
- Damaged brake handle: 80.00 EUR.

2.4. The provisions of the previous paragraph do not interfere with the RBS right to recover the actually incurred damage, which may exceed those amounts of the flat-rate compensation.

2.5. Before receiving the e-bike, the lessee is obliged to pay a deposit of an amount set out in the RBS price list. The deposit is intended to guarantee the return of the e-bike and the payment of any damages to the RBS due to the behavior of the lessee and violation of the Contract or the General terms.

2.6. RBS may repay from the security deposit, or settle with it, in particular:

- Any damage resulting from the lessee's conduct is contrary to the Contract or to the General conditions, and in particular, damages caused to the e-bike or equipment;
- Penalties for delay referred to Article 2.12 of the General conditions;
- Outstanding liabilities of the lessee to RBS.

2.7. If there is no damage or injury to the e-bike, no missing equipment or other obligations of the lessee to RBS is detected at the collection, the security deposit shall be returned in full to the lessee. There are no interest rates on a security deposit.

2.8. By signing the contract, the lessee or any third party connected to him/her declares and undertakes to discourage any claim from the lessor or related persons, related to the use of e-bike or equipment, so that the lessor or a related person in this connection will suffer no damages or costs or any judicial or other proceedings, and is committed to the lessor or persons associated with him/her to compensate for all damages and costs and undertakes to take up the arrangements and settlements of all liabilities and claims, which third parties may have against the lessor or persons affiliated with him/her.

2.9. **By signing the Contract, the lessee explicitly declares and confirms** that he/she is aware that cycling is a dangerous activity, associated with the appropriate psycho-physical conditions and depends on many unpredictable circumstances and factors, such as, above all, but not exclusively: the possibility of a fall; encountered hidden obstacle (hole, stone, branch, vehicle, other cyclist, hiker, etc.); the behavior of other road users, cyclists in the group, hikers, etc.; weather conditions (rain, wind, wet and slippery ground, mud, etc.); psycho-physical condition of the rider; equipment damage (punctured tube, brake failure, etc.) and similar, that present a risk of an injury, material damage, or death.

2.10. By signing the Contract, the lessee declares and confirms the following:

- that he/she is familiar with the e-bike management and how to drive safely, and that in the past he/she has already managed a bike or an e-bike independently;
- that he/she is familiar with the regulations relating to cycling (road traffic regulations), guidelines about driving in the natural environment (forests, mountain paths) and is obliged to respect them consistently;
- that he/she is familiar with the operation of the e-bike and its components;
- that he/she will check the performance of the e-bike before each ride, and notify the lessor immediately of any failure or error;
- that the rented e-bike has been in a technically perfect condition and with a full battery;
- that he/she is mentally prepared and qualified to use e-bikes and equipment, and that there are no health problems or physical limitations that could affect his/her health and safety or the health and safety of others;
- that he/she is obliged throughout the use of the e-bike to use all appropriate protective equipment, in particular, a cycling helmet, and commits to the use of protective equipment at all times;
- that at the time of e-bike or equipment use, he/she will not be under the influence of alcohol, drugs or other psychoactive substances;
- that in the event of possible injuries/deaths, he/she has an adequate Accident Insurance with the selected insurance company;
- that e-bike will not be used in bike parks, for competitions or commercial purposes;
- that he/she will not interfere with the e-bike, nor will he/she allow interference or repairs without the prior consent of the owner;
- that he/she is aware of all the risks of cycling and assumes all of the responsibility from the use of e-bike and equipment.

2.11. The lessee guarantees the correctness of the data and the truthfulness of the statements made and is liable for all damages arising from the untrue or inaccurate information or statements and for acts contrary to the statements made, or the General terms and conditions.

2.12. If the lessee fails to comply with the terms of the Contract or the General conditions, he/she shall be obliged to return the e-bike immediately, when the lessor or representative calls to do so.

2.13. The lessee is obliged to return the e-bike after the expiration of the rental period specified by the Contract or immediately in the case of a call from the lessor referred to in the previous paragraph.

2.14. If the lessee fails to comply with the previous provision, he/she shall be obliged to pay the lessor 15.00 EUR for each hour of delay before the return of the e-bike to the owner, but not more than 50.00 EUR in total.

2.15. If the lessee does not return the e-bike at the agreed time or has lost the e-bike permanently or the latter has been disposed of in any other way, he/she is obliged to pay the flat-rate compensation in the amount of the purchase value of the same e-bike on the day of disposal. E-bike is considered to be permanently lost or disposed of if not returned directly into the lessor's possession in more than 2 hours after the deadline set for the return in the Contract.

2.16. The lessee is obliged to report to the lessor the loss, theft or any other problems or irregularities related to the use of the e-bike at the telephone number + 386 41 684 655 (*hereinafter: tel. no.*). In case of theft, the lessee must immediately the police and deliver a copy of the police report of the crime to the lessor, at the latest within 8 days after the submission of the complaint with the police.

2.17. In the event of an accident or other damage event involving an e-bike, the lessee is obliged to notify the lessor immediately to the tel. no. +386 41 684 655, no later than within 2 hours after the loss event.

2.18. The release of an e-bike in sublet or any other legal or factual release of an e-bike to direct possession or use by a third party is strictly prohibited, but in any case, the lessee is fully responsible for the e-bike in accordance with the provisions of Article 2 of the General terms and conditions.

### 3. OBLIGATIONS OF THE LESSOR

3.1. After the conclusion of the contract and receipt of the agreed payment, the lessor is obliged to deliver the e-bike for the use and direct possession of the lessee for the time period determined in the Contract. In the case of a **guided e-bike tour agreement**, he/she is also responsible for ensuring a tour guide, which will lead and monitor the lessee on a cycling tour, as it will be determined by the guide.

3.2. The lessor undertakes that if the lessee informs immediately after the e-bike is collected of the technical deficiencies or damages to the e-bike, he/she will inspect the e-bike and, in the event of irregularities detected on it, provide the lessee with another flawless e-bike. If an e-bike in a perfect condition cannot be provided, the lessor must refund the rent to the lessee. This considers the Contracts to be unbound. The lessor is not liable for any damages or costs arisen to the lessee, due to the inability to provide an e-bike in perfect condition.

### 4. MINORS

4.1. Persons under the age of 15 cannot conclude the Contracts with the consent of their parents or their legal guardians, and it is strictly forbidden to give them the e-bike in any way in use.

4.2. Minors under guardianship who have completed 15 years of age, can enter into the Contracts, provided, however, that their parents or legal guardians give a written consent, which shall be recorded in the Contracts.

4.3. Parents or guardians of a minor are responsible for the minor as if they themselves had concluded the Contracts themselves in accordance with the provisions of Article 2 of the General terms and conditions.

### 5. THE USE OF E-BIKES AND TECHNICAL SPECIFICATIONS

5.1. The lessee is obliged to use the e-bike in the usual manner and in accordance with Article 2.1 of the General conditions, that is the same way substantially the same bikes are regularly used. The usual usage of the e-bike thus excludes in particular: driving on demanding terrain, very steep or pathless terrain, use for competition or preparation for the match, use in violation of applicable regulations, etc.

5.2. The carrying capacity of the e-bike is up to 100 kg, and the maximum permitted final speed is 25 km/h.

### 6. EXCLUSION OF THE LIABILITY OF THE LESSOR

6.1. The lessor is not liable for any material, non-material damages, costs or other expenses (loss of things, penalties, fines, etc.) that would occur to the lessee, third parties to things at the time of the use the e-bike.

6.2. The amount of compensation for the payment of which the lessor would be responsible from any address is limited to the amount of paid rent in accordance with the Contracts.

## 7. COLLECTION, PROCESSING, AND PROTECTION OF PERSONAL DATA

7.1. The lessee (*hereinafter also: individual*) agrees with the conclusion of the Contracts to collect and process the personal data, which must be forward to the lessor (*hereinafter also: the manager*) for the conclusion of the Contracts. **These personal data are:**

- personal name,
- surname,
- gender,
- date of birth,
- address,
- e-mail address,
- mobile telephone number.

The given data shall be kept in accordance with the applicable legislation in the field of the protection of personal data with the sole purpose of concluding and enforcing the Contracts.

7.2. Personal data is collected and processed by the lessor.

7.3. The collected personal data will be processed by the employee of the lessor in the context of the performance of the services that are the subject of the General conditions.

7.4. By concluding the Contracts, the lessee explicitly allows the lessor to give the personal data, in order to provide the agreed services from the concluded contract, to the other contractual partners of the lessor, established in the Republic of Slovenia, duly registered for the processing of personal data and with which the lessor has concluded appropriate contracts for the processing of personal data with an intention of the proper implementation of the Contracts.

7.5. The legal basis for the lawful processing of personal data is Article 6(b) of the General Data Protection Regulation.<sup>1</sup> The provision of personal data is a contractual obligation of the lessor and, as such, a condition for the conclusion of the Contracts. In the event that the lessee does not wish to disclose the personal data referred to in Article 7.1, the lessor shall decline the conclusion of the Contracts.

7.6. The lessor keeps personal information of the lessee for the duration of the Contracts and another 3 years after the completion or termination of the Contracts. After this time, personal data of the lessee will be permanently deleted.

7.7. In accordance with personal data, the lessee has:

- The right to request information on whether and what personal data are carried out by the lessor;
- The right to require irregular personal data to be corrected, supplemented or altered;

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<sup>1</sup> REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), *OJ L 119, 4.5.2016, p. 1-88 (hereinafter: GDPR)*.

- In certain circumstances, the right to request the deletion of personal data, or the processing restriction of personal data. The latter applies in particular to data that we process on the basis of your consent, but we do not have a legitimate interest, legal obligation, or are not required to fulfill contractual obligations;
- The right to revoke the consent for processing and using personal data at all times, in whole or in part, all with the effect forwards. The cancellation of the consent, therefore, affects the legality of data processing, which was carried out on the basis of the consent until the cancellation;
- The right to obtain personal data in a structured, widely used and machine-readable form, and to forward this information to another controller,
- The right to contact the lessor with questions, remarks, complaints or requests relating to the processing of personal data,
- The right to appeal to the competent supervisory authority if ed that the processing of personal data is in violation of the regulations.

7.8. With regard to the processing and collection of personal data in accordance with Article 7 of the General terms and conditions, the lessee has the right to file a complaint with the supervisory authority, that is, in the Republic of Slovenia:

**Information Commissioner of the Republic of Slovenia:**

Dunajska 22,

1000 Ljubljana

e-mail: [gp.ip@ip-rs.si](mailto:gp.ip@ip-rs.si).

tel. no.: 01 230 97 30,

<https://www.ip-rs.si>

## **8. RESOLVING COMPLAINTS OR APPEALS**

8.1. The lessee commits to report any irregularities or defects in the Contracts or e-bike immediately to the provider, namely the staff at the reception. A record of the complaint or appeal shall be drawn up.

8.2. Where it is obvious that, in substance, the complaint/appeal could be resolved on the spot at the time of the conclusion of the Contracts and the delivery of the e-bike to the direct lessee's possession (for example, an obvious failure or damage to the e-bike), the lessee did not immediately reprimand defects on site and failed to inform the staff of the lessor, shall be deemed to have agreed to the service rendered and/or delivered e-bike and thereby lost the right to subsequent claims and claims for a reduction in the price of the service or for the reimbursement of damages.

## **9. FINAL PROVISIONS**

9.1. All possible disputes are solved at the court of proper jurisdiction in Maribor, using Slovenian law.

9.2. Lessor according to Article 32 of the Out-of-Court Settlement of Consumer Disputes Act (*Ur. L. RS, No. 81/15, hereinafter ZIsRPS*) informs consumers that they do not recognize any out-of-court consumer dispute resolution service as the consumer responsible for resolving a consumer dispute that the consumer can launch in accordance with the ZIsRPS.

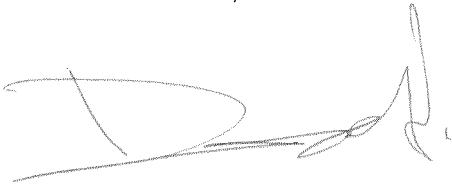
9.3. The General terms have the features of the contract and are an integral part of the Contracts.

9.4. The General terms and conditions shall enter into force on the date of their publication on [www.blackpeak-ebike.com](http://www.blackpeak-ebike.com) on 31.5.2019.

9.5. These conditions shall be published and shall be made available on [www.blackpeak-ebike.com](http://www.blackpeak-ebike.com).

Ribnica na Pohorju, on 31.5.2019.

RBS TURIZEM, d. o. o.

A handwritten signature in black ink, consisting of several fluid, connected strokes, positioned below the company name.

