

CONTRACT FOR BICYCLE RENTAL AND EXCURSIONS

SPECIFIC TERMS AND CONDITIONS REGARDING THE RENTAL AND EXCURSIONS CONTRACT

1.- The lessee will collect and return any rented bicycles and equipment on the date and time established at the facilities of FREESPORTS MARKETING, also known as FREE MOTION. In the event of not returning the leased products on the date agreed in the contract, an additional fee equivalent to double the daily rental fee will be charged. In the event of failing to return the product, the lessor may take immediate possession of the bicycle at its location, wherever this may be, and the lessee shall have no reclamation rights. Should the lessee return the rented bicycle before the agreed date, the lessor reserves the right to not reimburse the fee paid for the unused days.

Prepaid bookings can be cancelled free of charge up to 48 hours before the start of the rental period, cancellations made up to 24 hours before the start of the rental period will bear a cancellation fee of 50% of the booking fee, and any cancellations made within 24 hours will not be reimbursed.

2.- The bicycle is delivered in perfect conditions of use, including any accessories and authorised equipment. The lessee shall return all the equipment in the same conditions that they were delivered. Any reclamations regarding the state of the bicycle must be made before accepting the rented bicycle. The cost of repairing or replacing the bicycle and/or equipment will be covered by the lessee, who shall notify the lessor of any damage thereto or the malfunctioning thereof.

3.- The lessee shall adopt all measures required to avoid the theft, loss, misplacement, robbery or damage to the bicycle and the equipment leased. In the event of any of the mentioned circumstances happening during the lease period, the client/lessee shall be fully responsible, and will have to immediately cover the full cost of replacement, paying the amount of the goods at purchase or market price.

To this extent, the client/lessee hereby authorises the company to charge the amount equivalent to the damages caused to the bicycle to their credit card, and in the event of theft or loss, the amount of the value of the goods at purchase or market price.

At the end of the lease, the lessor will establish the conditions for returning the leased equipment and shall evaluate, where appropriate, any loss or damages thereto.

In the event of purchasing the excursion activity with a guide, it is compulsory to follow the instructions provided by the company's employees. Otherwise, the client shall be responsible for any material and personal damage and injuries that may arise.

FREE MOTION reserves the right to modify or cancel any organised activities due to adverse weather conditions or reasons foreign to the organisation.

4.- The rental of a bicycle or excursion activity does not include insurance to cover personal injuries. Therefore, the lessee is responsible for all material and personal damage that may arise.

In the event that the lessee wishes to purchase insurance to cover damages on the bicycle, FREE MOTION's employees will inform the lessee of the additional cost thereof, as well as the conditions for its payment. This insurance does not cover civil liability or damage to third parties, and it does not include theft.

5.- The lessee declares to be over the age of 18 years and to have full physical and mental capabilities, as well as being perfectly healthy, having sufficient knowledge and experience to use the rented equipment, and is aware that this activity is carried out at the lessee's own risk.

The lessee hereby states that the lessor has been duly notified of any medical or psychological conditions that the lessee may suffer. The company will not be liable for any accidents, material or personal damage that the lessee may suffer as the result of this activity.

6.- The lessee hereby provides the lessor with a deposit, made on a credit card or in cash, which will cover any possible damage to the bicycle or the rented equipment. This deposit shall be returned to the lessee upon the termination of the contract.

In the event of an accident, damage, loss or theft of the bicycle, the lessee shall immediately notify FREE MOTION by ringing the telephone number provided for this purpose, and shall subsequently lose all rights to request the reimbursement of the deposit, as well as reimbursement or compensation for the unenjoyed days. In addition, the lessor will be indemnified with the amount agreed between the parties, as referred to in Clause 3.

The rented bicycle may only be used by the lessee, unless FREE MOTION is otherwise notified of its use by third parties, who will be duly identified in the annex of this contract. The lessee will be responsible for any actions carried out by the third parties, as shall inform them of the conditions of the hereby contract.

The lessee may not transfer, sell, mortgage, exchange or sublease the bicycle or a part thereof, including any tools and items provided with it.

7.- The inappropriate use of the bicycle is forbidden. The installation of accessories or items on the rented bicycle will only be authorised when such items are installed and uninstalled by FREE MOTION's own mechanics.

Likewise, the bicycle may not be taken off the island where it was rented without prior authorisation on behalf of the lessor, as well as the use of the bicycle for amateur or professional races.

The lessee and any companions thereof are responsible for complying with Spanish traffic regulations. The use of a helmet is compulsory when cycling outside towns, and the use of front and rear lights is compulsory when going through tunnels.

8.- The information provided by the client will be exclusively used for the correct rendering of the service purchased, and pursuant to Spanish Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights, the client has the right of access, amendment, cancellation and opposition, by notifying the lessor through any means of communication.

9.- The client hereby states to have read, listened, understood and asked any possible questions, with regard to the specific use of the rented equipment, and the basic safety, behaviour and environmental advice provided by the organisation upon delivery of the rented equipment.

10.- This contract is governed by the Laws of Spain, and the client hereby accepts its bases and conditions. The signed conditions apply to all premises and excursions organised by FREE MOTON. Any conflicts that may arise during the enforcement of this contract will be subjected to the Courts of Las Palmas de Gran Canaria, and the persons appearing will be subjected thereto.