



General terms and conditions for E-Bike rental and E-Bike tours

Definition of terms

E-Bike: Electrically driven Bicycle provided by KEYWI S.A. and/or any other item that is comprised by the contract.

Customer: the natural person or legal entity purchasing the E-Bike rental and/or E-Bike tour service from KEYWI S.A.

KEYWI : KEYWI S.A, the company offering the E-Bike rental and E-Bike tour services according to these terms and conditions.

Digital platform: online sales and booking websites where KEYWI's products are available to purchase.

moyocci.com and sightseeing.lu : Digital platforms that are KEYWI's ownership.

Rider: the person riding the bicycle.

Written: in writing or electronically.

Article 1: Applicability

These general terms and conditions apply to all contracts between KEYWI and customers for E-Bike tours and/or E-Bike rental, including accessories like helmets, child seats or any other accessories that are property of KEYWI that is rented or lent to the customer.

Article 2: Offer and agreement

1. According to the wishes of the customer, KEYWI makes a written or oral offer. The offer contains (where applicable) the name of the service (E-Bike rental or E-Bike tour), rental period, and price. Furthermore, it states the opening hours and telephone number of the company, the manner of payment, and the type of deposit.
2. The contract is established the moment the customer accepts an offer from KEYWI.
3. KEYWI will always retain ownership of rented E-Bikes and accessories.
4. In case the customer acquires KEYWI's services via sightseeing.lu or any other Digital Platform, the payment represents the customer's acceptance of the offer

Article 3: Price and duration

1. The customer is not allowed to return a rented E-Bike after the date and time stated in the contract. E-Bikes must be returned to the same rental point and during the business hours of KEYWI as stated on the tickets or in the offer.
2. One day is considered to be from the opening hour until closing time. Half day is considered a period of maximum 4 hours from 09:00 – 13:00 and 14:00 – 18:00 hours.
3. KEYWI is not obliged to give any refund for rented E-Bikes that are returned before the end of the contractual period.
4. For each hour that the rental period is exceeded KEYWI is entitled to charge customers 50% of the daily rental price per hour on top of the actual rental price.
5. If the E-Bike is not returned on time, KEYWI is entitled to take back the E-Bike immediately.

Article 4: Cancellations

1. When customer cancels a E-Bike rental or E-Bike tour:
 - a. Up until 7 days before the tour or start of the E-Bike rental, 100% of the price will be refunded in the form of a voucher.
 - b. Between 7 and 4 day(s) in advance, 50% of the price will be refunded in the form of a voucher.
 - c. 4 days or less in advance, 100% of the price will be charged.
2. Regarding cancellations, 9 am (CET time) on the day of the tour or start of the E-Bike rental will be taken as the countdown moment. For example, a cancellation on the 1st of the month at 9.05am for a E-Bike rental on the 7th will be charged 100%; a cancellation at 8.55am on the 1st will be charged 50%, the remaining 50% will be refunded as a coupon.
3. Cancellations outside of business hours as stated in the

contract or ticket can only be made via e-mail

hello@sightseeing.lu

4. Bad weather is not a cancellation case.

Article 5: Payment and deposit

1. Payment for the E-Bike rental and the E-Bike tours must be done in advance.
2. A deposit is needed for each E-Bike, in exception of guided tours. The deposit consists of:
 - a. A copy of a valid ID of the customer and an additional 350,00 euros (to be blocked on credit card at the moment of pickup of the E-Bike and unblocked after the E-Bike is checked at drop-off)
3. In the event of damage, the amount charged for the damage will be subtracted from the deposit. Refer to article 9.

Article 6: Obligations for the customer

1. Customer must treat the E-Bike well and in accordance with its actual purpose.
2. Customer must return the E-Bike to KEYWI in its original condition. Any changes, additions or subtractions by or on behalf of the customer must be undone.
3. By renting a E-Bike or joining a E-Bike tour, the customer declares to be:
 - a. In good physical condition, i.e. not suffering from any medical diseases or complaints that influence their riding ability.
 - b. Able to properly ride a bicycle.
 4. KEYWI reserves the right to judge the capacities and abilities of a customer or rider prior to the use of a bicycle.
 5. Both for E-Bike rental and E-Bike tours, the customer must obey all traffic laws and instructions from KEYWI staff. GPS data or directions given by the device do not, under any circumstances overrule traffic law.
 6. The customer/rider must behave as a good renter/rider, which means he or she:
 - a. Is not permitted to sublet or sublease the bicycle.
 - b. Is not permitted to give the E-Bike to a person other than the registered rider.
 - c. Is not permitted to take the E-Bike outside of Luxembourg City for the City tours or outside the defined route of the defined guided tour.
 - d. Is not permitted to ride on an E-Bike with more than 1 adult and 1 child heavier than 15 kg. Total weight of the riders and additional load can't be over 136 kg
 - e. Must ensure that the person who is contractually indicated as the rider is legally permitted, and physically and mentally fit enough to ride a bicycle.
 - f. Must secure loads on the E-Bike with due care.
 - g. Is not permitted to continue using the E-Bike if it's damaged, when its use can lead to aggravation of the damage or affects traffic safety.

Article 7: Additional instructions for the customer

1. The customer must return the E-Bike in a clean condition. Cleaning costs with a minimum of 20,00 euros may be charged.
2. Customers must bring a copy of the contract with them upon returning the E-Bike.
3. Each E-Bike is equipped with a lock. Customers must never leave the E-Bike unattended unless properly locked. KEYWI staff will demonstrate correct use of the locks.
4. At the start of the rental or tour, the customer needs to check the E-Bike and report any possible defects to KEYWI staff. When the defect(s) cannot be repaired instantly, the customer is permitted to have a replacement E-Bike. As soon as the customer leaves the KEYWI shop, he accepts the condition of his/her E-Bike.
5. In case any problems with the E-Bike occur, the customer needs to visit the pick-up point. KEYWI does not reimburse any repairs performed by other companies. KEYWI will only reimburses repairs performed by another company if:
 - a. The damage, kind of repair, and costs of the repair are

- discussed with, and approved by KEYWI in written AND;
- b. The customer bought the Insurance service as stated in article 10.
 6. In the event of an injury to the customer and/or damage or loss of the bicycle, the customer is obliged to:
 - a. Inform KEYWI as soon as possible (by visiting the shop or by telephone: +352 26651 2250).
 - b. Follow instructions from KEYWI.
 - c. Provide all (requested) information and documents that relate to the event that caused the injury/damage.
 - d. Not leave the E-Bike behind without properly securing it.
 - e. Report the event to the local police.
 - f. Submit a fully completed and signed claim form to KEYWI as soon as possible.

Article 8: Obligations for KEYWI

1. Both for E-Bike rental and E-Bike tours, KEYWI provides an E-Bike with the statutory and agreed features and accessories, which is clean, well maintained and in a technically good condition.
2. In case of damage to the E-Bike prior to the rental, KEYWI will make a report of the damage in the presence of the customer.
3. KEYWI will inspect the E-Bike for any damage immediately when it is returned.

Article 9: Customer's liability for damage

1. The customer is liable for any damage to KEYWI related to the E-Bike rental or E-Bike tour unless the damage is caused by a violation of the obligations stated in article 8.
2. The customer is liable for actions and omissions of the rider(s) and other users of the E-bike(s) comprised by the contract, even if they did not have the customer's permission to use the E-Bike.
3. The customer must respect all rules and regulations. The customer uses the E-Bike on his own responsibility. If customer infringes any Luxemburgish rules or regulations, KEYWI can by no means be held liable.
4. In the event of loss, theft, or damage of the bicycle, KEYWI is entitled to charge a (maximum) compensation of: 3.000,00 euros for any E-Bike from their pool, payable in 48h.

Prices for parts are determined by the KEYWI staff after proper research. The hourly rate for repairs is 65,00€ euros

Article 10: Insurance

1. KEYWI offers an Insurance service, which assures customers less financial risks in case of damage to, or theft of, the bicycle.
2. Insurance costs: of 10€ per rental.
3. The Insurance service covers theft and all sorts of damage of the bicycle.
4. An own risk/deductible of €50 remains for the customer to pay.
5. The amount due in case of damage is based on the costs of repairing the E-Bike as stated in article 9.4.
6. In case of theft, the decreased financial risk only applies when the customer is able to hand over the keys of the E-Bike to the KEYWI's staff.
7. KEYWI strongly recommends the Insurance service.

What is insured, if you have taken out insurance?

Insured items : The items listed in the Declarations

Risks insured :

- Theft, theft of bicycles and other sports equipment
are insured if the objects are secured by a padlock, or other suitable means of protection, and attached to a fixed object (for example: the bicycle frame must be attached to a lamppost or, failing that, to the frame of another bicycle).
- Destruction or deterioration (material damage) following an accident

Policy limits: The sums insured stated in the Declarations.

What is not insured?

Damage that :

- Are purely aesthetic
- Caused only to fragile or brittle elements such as glass or porcelain parts
- Due to wear and tear
- Are due to discolouration
- Are due to a lack of maintenance, protection or packaging
- Are covered by a maintenance contract, manufacturer's supplier's, vendor's or repairer's warranty
- Are due to improper use
- Are due to an unexplained disappearance

Are there any exclusions to cover?

Damage resulting from :

- Gross negligence on the part of the insured
- War, labour disputes, terrorist attacks, insurrection, revolution, etc. a requisition or a judicial or administrative decision
- Explosives or radioactive or ionising radiation substances
- Abuse of trust, fraud, blackmail, betting, brawls, etc.
- Intentional, wilful or fraudulent acts

Article 11: Dissolution of the contract

1. KEYWI is entitled to terminate the contract and seize the E-Bike if:
 - a. The customer does not obey one or more of his obligations, unless the omission does not justify dissolution.
 - b. The customer dies, is put under guardianship, applies for moratorium, is declared bankrupt, or is in a legal debt management regime.
2. If KEYWI is entitled to seize the bicycle(s), customer must offer full cooperation.
3. If the customer dies prior to the hire period, the contract is automatically dissolved.

Article 12: Personal data

Personal data of the customer will be processed by KEYWI according to the European Data Protection Act by processing these data KEYWI can carry out the contract, provide customer and/or rider with the best service and make personalized offers. The customer can request inspection or correction of his personal data and file objections. Objections by the customer regarding the processing of data for direct mailing will always be honored.

4. KEYWI is not liable for any damage caused by dissolution of the contract.

Refer to document:

<https://www.slg.lu/en/politique-de-confidentialite/> ?

Article 13: Applicable law

The contract is governed by Luxemburgish Law.

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