



General Rental Conditions (GTC)

§ 1 Rental prices, reservation, cancellation, terms of payment, deposit

(1) The rental rate for the motorcycle listed in the rental agreement is based on the current price list. The rental price includes maintenance services, vehicle taxes, vehicle liability insurance, fully comprehensive insurance and statutory VAT. The calculation of the kilometers driven always begins when the renter takes over the motorcycle at the rental station. Additional kilometers will be charged upon return.

(2) The minimum rental period is 1 day.

(3) For a binding reservation of the motorcycle, 25% of the rental price must be paid as a deposit. If no payment is made within 10 days after invoicing of the down payment or no money is received in the lessor's account, the renter's claim to the reserved motorcycle expires and the lessor reserves the right to rent the motorcycle to someone else.

(4) The tenant can cancel the rental agreement in writing or by e-mail up to 1 week before the start of the rental period. In this case, the renter will receive the full down payment minus a processing fee of EUR 50.00. If the cancellation is made by the tenant less than 1 week before the start of the rental period, the deposit will not be refunded.

(5) The rent (minus the down payment already made) is due for payment immediately when the motorcycle is handed over. Only cashless payment methods in the form of EC/Maestro cards and credit cards of the VISA and Euro/MasterCard types are accepted as means of payment.

(6) A deposit of EUR 2,500.00 per motorcycle is required. The deposit is made by EC card payment or by credit card debit at the latest at the beginning of the rental period. If the motorcycle is returned in perfect condition, the amount will be credited back accordingly by the rental company.

(7) The lessee is not entitled to a rental refund if the motorcycle is returned before the end of the rental period or if the kilometers driven are less than those included in the tariff. During the current rental period, the rental period can be extended after consultation with the lessor and his express confirmation, provided that the desired motorcycle is available after the agreed rental period and has not yet been rented elsewhere. § 545 BGB does not apply.

§ 2 Delivery and return of the motorcycle

(1) At the beginning of the rental period, a valid identity card, passport or confirmation of registration and a valid driving license for the rented motorcycle must be presented. For non-EU citizens, an international driver's license is required. All IDs must be presented in the original.

(2) Only the driver named in the rental agreement is authorized to drive the motorcycle. Other drivers are excluded.

(3) If the lessee arrives 2 hours later than the agreed rental start and the lessor has not been informed of this, the lessor is entitled to rent the motorcycle to the next customer.

(4) The Lessor provides the Lessee with a roadworthy and technically perfect motorcycle for use.

(5) A handover protocol is drawn up before the start of the journey.

(6) The motorcycle is handed over with a full tank and must be returned with a full tank at the end of the rental period.

(7) At the end of the rental period, the lessee must return the vehicle to the lessor in the condition specified in the contract. A handover protocol is created again. The tenant is obliged to participate in the creation of the protocol.

(8) Unless otherwise agreed in writing, the motorcycle is returned at the rental station within business hours and at the return time agreed in the rental agreement.

(9) If the motorcycle is returned late, the lessee will be charged a daily rental fee for the respective vehicle in accordance with the current price list. We reserve the right to assert claims for damages that go beyond this, in particular loss of rent if the delay makes it impossible to meet the next rental date. The claim will be offset against the deposit.

(10) The lessee is generally not obliged to return the motorcycle cleaned. However, the vehicle must not be returned in a condition that makes it difficult for the rental company to identify any damage.

§ 3 Insurance coverage

(1) The vehicles are registered to the company SpeedMe and have liability insurance. The sum insured is EUR 15 million for property damage, financial loss and personal injury.

(2) There is also fully comprehensive insurance with a deductible of EUR 2,500.00. Please note that theft insurance is excluded after 10:00 p.m. if the vehicle is not in a locked or guarded garage. Trips abroad within Europe are generally insured however, with the written consent of the landlord.

§ 4 Use of the motorcycle in accordance with the contract/Obligations of the lessee

(1) The lessee must treat the motorcycle with care, observe the manufacturer's technical regulations, regularly check whether the motorcycle is in roadworthy condition and properly secure the rental vehicle against theft and damage by third parties.

(2) The lessee must notify the lessor of any defects that he discovers on the motorcycle while driving.

(3) A helmet must be worn throughout the ride. It is also strongly recommended to wear leather clothing and gloves.

(4) The lessee may only use the motorcycle if he is physically and mentally able to drive a vehicle safely and has sufficient driving experience on motorcycles. Use of the motorcycle under the influence of drugs, alcohol or medication that impairs the ability to react is strictly prohibited.

(5) The rental vehicle may only be used for the contractually agreed purpose. In particular, sub-letting, motor sports events and trips on terrain that is not intended for this purpose are excluded.

(6) The use of the rented motorcycle is limited to the area of public and paved roads. Any use of the motorcycle in non-public areas, on unpaved roads or off-road and the use of the motorcycle for competitive purposes is strictly prohibited.

(7) For damages that are covered by the fully comprehensive insurance, the renter is liable up to the amount of the deductible of EUR 2,500.00.

(8) The lessee is liable to the lessor from the time of handover until the return of the vehicle for any culpable damage to the vehicle caused by him or an authorized driver (including loss or confiscation) up to a maximum of the deductible of EUR 2,500.00, as far as the damage is covered by the fully comprehensive insurance. Damages culpably caused by the lessee or an authorized driver are in particular those that can be traced back to driving errors, insufficient driving skills or improper driving behavior. The same applies if the damage - regardless of the degree of fault - occurs during the renter's delay in returning the vehicle.

(9) The lessee is liable for all damage resulting from intentional or grossly negligent disregard of road traffic regulations, due to heavy traffic collisions, due to alcohol and/or intoxication-related unfitness to drive, use of the motorcycle outside of the agreed purpose and due to the rental motorcycle being made available to an unauthorized person in its entirety.

(10) The lessee is liable for all fees, charges, warnings, fines and penalties incurred in connection with the use of the motorcycle for which the lessor is claimed.

§ 5 trips abroad

Trips abroad within Europe require the written consent of the lessor.

§ 6 Behavior in the event of an accident or other damage

(1) The lessee must notify the police and the lessor immediately after an accident, fire, theft, wildlife or other damage. This also applies to self-inflicted accidents without the involvement of third parties.

(2) The lessee undertakes not to acknowledge any debts or take any other actions (payments, settlements) that could jeopardize the insurance cover for the motor vehicle. The renter will secure evidence such as witnesses, traces, etc., determine the data of those involved in the accident and their liability insurance and do everything that can contribute to the proper and complete clarification of the course of the accident.

(3) If the damage occurs through no fault of your own and you are unable to continue your journey, the lessor will take care of the return transport within a radius of up to 750 kilometers from the rental station at his own expense. Over a distance of 750 kilometers from the rental station, each additional kilometer will be charged to the renter at EUR 1.50 plus tolls plus any ferry tickets and vignette costs.

(4) In the event of damage culpably caused by the lessee, the lessee must either take care of the return transport himself at his own expense or can commission the lessor to do the return transport. In this case, the return transport costs are EUR 1.50 per kilometer of distance (calculated rental station-pick-up location-rental station) plus toll fees plus any ferry tickets and vignette costs.

(5) If the damage occurs through no fault of the renter, the rent for unused rental days will be refunded and, if available, an equivalent replacement vehicle will be made available.

(6) The lessee is liable for damages (also self-inflicted) that are covered by the fully comprehensive insurance up to the amount of the deductible of EUR 2,500.00. The exceptions to this are regulated in Section 4, Paragraph 9, according to which the tenant is fully liable.

(7) If the accident is not immediately reported to the police, the lessor reserves the right to demand the full amount of damage from the lessee.

§ 7 Repairs

(1) Repairs to maintain the operational or traffic safety of the motorcycle are commissioned exclusively by the lessor.

(2) In the event of downtime resulting from repairs for which the lessee is not responsible, the rental price is reduced in accordance with the downtime. If available, the renter will be provided with an equivalent replacement vehicle.

(3) Further costs such as hotel accommodation, expenses, missed activities will not be reimbursed unless they are based on a grossly negligent breach of duty by the lessor or on an intentional or grossly negligent breach of duty by a vicarious agent of the lessor.

§ 8 Loss of keys or vehicle documents

(1) A flat-rate fee of EUR 1,500.00 must be paid by the lessee for the replacement of an ignition key lost by the lessee.

(2) If the vehicle registration document is lost, a loss report must be submitted immediately to the nearest German police station and this must be handed over to the lessor. The costs of issuing a replacement vehicle registration document in the event of a loss caused by the renter in the amount of EUR 250.00 are to be borne by the renter.

§ 9 Return transport to the rental station

(1) If it is impossible to continue driving the motorcycle due to a technical defect, the lessee must inform the rental station immediately. This then decides on the measures to be taken.

(2) If the defect cannot be remedied within 24 hours, the lessee is entitled to an equivalent replacement vehicle if it is available, provided the defect was not caused by him, as well as a corresponding reimbursement of costs for the waiting time. In addition, the lessor is obliged to transport the motorcycle back to the rental station at his own expense.

(3) Further costs such as hotel accommodation, expenses, missed activities will not be reimbursed unless they are based on a grossly negligent breach of duty by the lessor or on an intentional or grossly negligent breach of duty by a vicarious agent of the lessor.

(4) If the technical defect is caused by intentional or negligent behavior on the part of the lessee, the lessee must either take care of the return transport himself at his own expense or can commission the lessor to do the return transport. The return transport costs are EUR 1.50 per kilometer of distance (calculated rental station-pick-up location-rental station) plus toll fees plus any ferry tickets and vignette costs. In any case, the rental station must be informed immediately.

(5) Tire damage is at the expense of the renter.

§ 10 data protection

(1) The lessee is informed that his personal data, insofar as this is required for business transactions, will be collected, processed and used by the lessor in accordance with the data protection regulations. All personal data communicated will be used confidentially and exclusively in compliance with the provisions of the Federal Data Protection Act (BDSG).

(2) The landlord collects, processes and uses personal data of the tenant for the purpose of processing the rental contract as the responsible body within the meaning of the Federal Data Protection Act.

(3) This data can be transmitted for contractual purposes between the lessor and other commissioned third parties (e.g. repair shop), insofar as this is necessary.

(4) In addition, personal contract data can be passed on to authorities if and to the extent that the landlord is legally obliged to the respective authority. In addition, the landlord is entitled to personal data of the Renter's response to inquiries from authorities in connection with advertisements or the like that have arisen during the rental period, such as E.g. speeding tickets, fines and other fees.

(5) Transmission to other third parties only takes place if this is necessary for the fulfillment of the contract, e.g. E.g. to the renter's credit card company for billing purposes.

(6) The lessee has the right to free information about his personal data stored by SpeedMe at any time. The information will be provided upon request by SpeedMe.

(7) The lessee has the right to correction, deletion or restriction of the processing of personal data, unless there are legal regulations to the contrary. The data will be deleted after the statutory retention periods have expired.

(8) The tenant's consent to the collection, processing and use of personal data can be revoked at any time in writing or by email with effect for the future.

§ 11 Final Provisions

(1) The contracting parties agree that the present contract is final and that no other agreements, including oral ones, have been made.

(2) Changes and additions to the agreement or individual provisions must be made in writing to be effective.

(3) The law of the Federal Republic of Germany applies exclusively.

(4) Should individual provisions of this contract be wholly or partially invalid or void or become wholly or partially invalid or void as a result of a change in the legal situation or as a result of supreme court decisions or in any other way, or if this contract has gaps, the parties agree that that the remaining provisions of this contract remain unaffected and valid. In this case, the contracting parties undertake, taking into account the principle of good faith, to agree on an effective provision in place of the ineffective provision which comes as close as possible to the meaning and purpose of the ineffective provision and from which it can be assumed that the parties at the time of the conclusion of the contract if they had known or foreseen the ineffectiveness or nullity. The same applies if this contract should contain a gap.