

CLUB LA SANTA: Bike Rental Terms & Conditions

Wherever used herein, the term “equipment” shall include any equipment rented from CLUB LA SANTA Bike Rental. CLUB LA SANTA is the owner of the bikes and equipment object of these terms & conditions. CLUB LA SANTA and employees shall not be responsible for personal injuries or property damage, loss or delay incurred by any person arising out of the act of negligence of any direct or supplemental carrier or other person rendering any of the services or products being offered in these rentals; nor shall CLUB LA SANTA be responsible for any injuries, death, damage, loss or delay in any means of transportation or by reasons of any event beyond the actual control of CLUB LA SANTA or due to force majeure. RENTERS follow any suggested itinerary at their own risk and agree not to hold CLUB LA SANTA responsible for injury or death resulting from accidents.

The use of a bicycle helmet is mandatory according to Spanish law when biking on an intercity road, although cyclists aged 16 and over do not have to wear a helmet on an urban road. Please be aware all roads leading up to CLUB LA SANTA are considered as intercity roads. We always recommend wearing helmet, also on urban roads. Children under 16 are required to use the helmet whenever they ride a bike, according to Spanish law

The bicycles provided for use are in satisfactory operating condition and RENTERS agree to use them at their own risk or call deficiencies to the attention of a CLUB LA SANTA bike centre representative. Individual bike specifications are subject to change based on availability of replacement components. Instruction in the use, assembly and maintenance of bicycles will not be provided and RENTERS affirm that they are competent and familiar with the use of a multi-speed bicycle.

DELIVERY AND RETURN

The bike can be collected from the Bike Centre from 09:00 A.M. on the first day of the rental. Photo identification and apartment key card are always required for bike collection. Booking can only be made for a minimum of 3 consecutive days. On the last day of the rental, the bike must be returned at 16:00. The bike will be returned in the same condition as the initial handover. The loss of components and accessories, as well as damages arising from improper use, should be processed in the moment of the return and in accordance of the Terms and Conditions the RENTER is responsible for loss, damage and theft. Late return: if a RENTER returns the bike to the bike centre more than 30 minutes after return time then CLUB LA SANTA will restrict all CLUB LA SANTA app access to resort facilities and reserves the right to enforce an additional 1 day rental charge to the original booking. Extension of the bicycle rental agreement must be requested before the end of the existing contract at the Bike Centre. Refusal of an extension can be made by CLUB LA SANTA in the event of no availability. However, every effort will be made to accommodate the RENTERS request.

MAINTENANCE, TUNING AND RESPONSIBILITY

Although all our bikes are professionally serviced before dispatch, bicycles may need tuning or maintenance during the rental period; such maintenance will be carried out at CLUB LA SANTA’s expense taking place solely by mechanics from the CLUB LA SANTA Bike Centre. CLUB LA SANTA will cover the cost of damages due to equipment failures beyond the RENTERS control; i.e. worn parts. Any deficiencies must be communicated to CLUB LA SANTA immediately. CLUB LA SANTA is responsible for structural deficiencies such as damaged frames, worn bottom brackets, suspension and wheel hubs. CLUB LA SANTA is not responsible for the following occurrences during bike rental: gear tune ups / punctures / broken spokes / broken chains / broken derailleurs / broken drop-outs / wheel rim damage / torn saddles / damage beyond the control of CLUB LA SANTA and resultant of rider use or misuse.

It is the RENTERS responsibility to:

Operate the rental bike in a manner appropriate to prevailing road and weather conditions. Wear a helmet and other protective clothing. Know the relevant rules of the road and practice safe cycling. The RENTER is responsible for being insured, with an appropriate cover against risks that could be produced during the renting period. The RENTER commits to park the bike in appropriate zones that do not interfere passing, and do not potentiate insecurity situations, and properly supervised by him/herself. Any loss or damage to the bike must be reported to Bike Centre.

If you are undertaking an unassisted bicycle tour we strongly recommend that you have some basic bicycle maintenance knowledge.

RESPONSIBILITY FOR DAMAGE OR LOSS

RENTER agrees to return the equipment in the same good condition as when received, ordinary wear and tear accepted, and to repair and replace lost or stolen, damaged or broken bicycles or parts or to reimburse CLUB LA SANTA for said equipment. Therefore, regardless of the party at fault, RENTER understands and agrees to be responsible for the theft or damage to said equipment.

SUBLEASING PROHIBITED

RENTER understands and agrees that any subleasing of rental equipment is prohibited and that any such sublease shall immediately cause termination and cancellation of this contract. If the bike is to be used for a person under the age of 18 years. A parent/legal guardian must sign the contract and accept the liability clause.

RENTER LIABILITY

RENTER shall assume liability for any and all damage or loss of and to personal property, accident / injury to other persons related to said rental equipment.

PERSONAL INSURANCE

CLUB LA SANTA cannot provide a personal accident insurance. We strongly recommend that you always carry a personal or travel insurance policy.

BIKE DAMAGE COVERAGE

CLUB LA SANTA offers an additional Damage Coverage package via the online booking platform. Damage Coverage is offered based on rental period and per item only. One booking that has multiple bikes assigned, must ensure that Damage Coverage is selected for each individual bike. In the event that Damage Coverage is not selected against a bike booking via CLUB LA SANTA then the RENTER is responsible of being insured with adequate cover against all risks including damage, loss, theft, that could be produced during the rental period. It is the responsibility of the RENTER to complete any documentation for police and insurance purposes. CLUB LA SANTA may claim compensation for any damage, or the amount 1999 € (Road Bike and E-bikes), or the amount 5999 € (TT Bike) if the bike is stolen, therefore our Damage Coverage package is highly recommended. In case of theft a formal Police Report must be logged, and a copy must be forwarded to us in order to activate the coverage. CLUB LA SANTA only cover loss and theft if the bike has been stored safe and with a lock. Damage is not covered if it is caused by clearly abuse or irresponsible behaviour. CLUB LA SANTA is not responsible of complains caused by accident, injuries, hits or damages caused to RENTER or to RENTERS personal property, or loss of objects during the renting. Neither to the damages caused to third parties, persons or things.

PAYMENT AND REFUNDS

Prices are the ones that CLUB LA SANTA publish at the time of booking. Payment can be done when booking online or booking at CLUB LA SANTA Bike Centre with credit card only. In case of cancellation of more than 5 days before start of the rental period, all payment will be refunded. In case of cancellation of less than 5 days before the start of rental period, CLUB LA SANTA reserves the right to offer partial refund dependant on the time period before rental term. In the event of payment having been made but bike having not been collected within 72 hours of the start of the rental period, the booking will be cancelled, and RENTER has 28 days from the rental start date to request refund. No refund will be offered after 28 days of non-collection. During rental period, refunds will only be considered in the event of serious injury or because of a fatal accident.

TERMINATION OF AGREEMENT: RENTER agrees that CLUB LA SANTA has the right to terminate this agreement at any time and retake possession of said equipment.

LEGILATION: For the resolution of any controversy that could be raised, the parties submit under Spanish jurisdiction and the courts and tribunals of Arrecife. The language used in the arbitral proceedings shall be Spanish.