

Leasing Contract For Bikes - Taipei Bike Works

PERSON IN CHARGE: YANG, YA-CHIEH

ADDRESS: NO. 9, LANE 70, SECTION 2, CHONGQING N. RD, DATONG DISTRICT, TAIPEI CITY, 103

PHONE: +886 (0) 982 277 996 EMAIL: TAIPEIBIKETOURS@GMAIL.COM



Dear cycling enthusiast, please read the following rental contract carefully before going out on your adventure to protect your rights:

1. **The lessee hereby consents to the lessor collecting, processing, and using all personal data provided for the purpose of executing this contract and any related purposes.**
 - In accordance with the “Personal Data Protection Act,” the personal data provided by the lessee includes the following: Full name, cell phone number, ID number, valid photo ID, and any other personal information listed on the leasing contract.
 - In accordance with the “Specific Purposes of the Personal Data Protection Act and Categories of Personal Data”, the collection of personal data is conducted to serve the following purposes: (069) matters pertaining to contracts, similar contracts, or other legal relationships; (063) collection, processing, and utilization of personal data by NGOs according to legal obligations; (090) consumer and customer management and service; (135) information (communication) services; (136) information (communication) and database management; (137) information security and management; (157) surveys, statistics, and research analysis; and (181) other businesses conforming to the business scope or articles of association as registered.
 - In accordance with applicable laws and regulations within Taiwan (ROC)
2. Lessee or user of the bike should decide on the appropriate routes, travel times, rest stops, etc. according to their own physical condition, cycling skills, and experience on the road, so as to ensure personal safety. The lessee must personally operate the bike only on roads that comply with Chapter 5 of Taiwan’s Regulations Governing Road Traffic Safety. If the lessee allows a third party to use the bike, they are responsible for ensuring that the third party has the necessary skills to ride the bike, is familiar with safety precautions and usage instructions, as well as can **operate the bike in a correct and safe manner**. If there is anything abnormal about the bike, the user should stop using the bike immediately and notify the lessor as soon as possible.
3. **The transportation of additional passengers, overloading, and carrying dangerous and damaging items is strictly prohibited.** These items include the following, and do not exclude extenuating circumstances:
 - Hazardous items banned by Taiwanese laws and regulations
 - Items that are dirty or likely to stain the bike, such as paint
 - Toddlers, babies, & animals that are unsuitable for transportation on a bike
 - Other items that do not meet the regulations stipulated by Article 122 of the Regulations Governing Road Traffic Safety in Taiwan.
 - Overloading is prohibited. The weight of items transported cannot exceed 20kg, except for the carbon bikes, where the limit is 10kg
4. When using the bike, **the lessee or user should comply with the regulations set out in the section about slow-moving vehicles in Article 3 of Road Traffic Management and Penalty Act**, and those set out in the section about slow- moving vehicles in **Article 5 of Road Traffic Safety Regulations**.
5. During the rental period, for any incidents caused by the lessee or user of the bike that incur penalty, **the payment should be borne by the lessee or user**.
6. Lessee or user of the bike should be **responsible for safekeeping the bike during the rental period**. Actions like re- selling, pledging, and pawning the bike are forbidden.
7. **Throughout the rental period, the bike, along with its parts and accessories, is under the lessee's care, and they are fully responsible for any damage or loss.** Therefore,
 - If the bike is lost during the rental period, and if there is any incident with the bike that causes injuries, death, or loss of property of the lessee, user, or a third party, unless the situation does not allow, the lessee or user of the bike should report to the police and notify the lessor immediately, and the lease should cease thereafter. The lessee or user should bear legal liability and be responsible for any towing fees, repair costs, depreciation in bike value, and any damages, in addition to the standard compensation. The compensation amount borne by the lessee, user or third party is specified in Item No.8 and in the list of rental items under ‘Unit Price’. **There will be an extra day charge if the bike is brought back in an unacceptable condition.**
 - In the event of a breach of the contract, the lessor retains the right to terminate the lease and demand payment from the lessee for the rental period during which the bike was utilized. In addition, the lessor can seek compensation from the lessee for any supplementary damages. The lessee shall bear full legal responsibility for any liabilities arising from their misconduct.
8. **Compensation amount** for the aforementioned situation is as follows and not higher than the cost of the bike:

<u>Trigon HC-01</u> : NT\$100,000 per bike	<u>Standard Road Bike</u> : NT\$25,000 per bike
<u>Merida Explorer</u> : NT\$15,000 per bike	<u>Gravel Bike</u> : NT\$80,000 per bike

9. **The rental fee is only for rental service, lessee or user of the bike is responsible for purchasing personal/ travel insurance.** A comprehensive insurance package provided by the lessor is not available in Taiwan.

10. **Refund and cancellation policy:**

Up to 1 month before agreed rental time

full refund

Between 4 and 2 weeks before agreed rental time

half refund

72hours before agreed rental time

possibility to change dates

- **In the event of government-declared force majeure events** such as natural disasters (e.g., typhoons, earthquakes, and transport interruptions), which prevent the rental from proceeding, the lessee: If the rental period has already commenced, the lessee shall contact the lessor immediately and the days announced as 'typhoon days' or other by the government, can be refunded or rescheduled upon agreement.

- Please note that after the the dates have been confirmed, and the reservation has been made, **we do not offer a refund for earlier return once the rental period has commenced.**

I hereby confirm that I have read the terms and conditions above carefully, and I agree to proceed with the rental.

Date & Signature: _____

11. Standard pricing (NT\$) for hiring one (1) bike of the following model

	1 day	2 days	3 days	9 days	12 days	Additional days onwards
Premium Road Bike (Carbon)	2,000	3100	4,200	10,800	14,100	1,100 per day
Premium Road Bike (Gravel)	2,000	3100	4,200	10,800	14,100	1,100 per day
Standard Road Bike	1,000	1,800	2,600	7,400	9,800	800 per day
Merida Explorer	600	1,050	1,500	4,275	5,400	350 per day

Item	Rental Period Price	Unit Price	Quantity	Item	Rental Period Price	Unit Price	Quantity
Bike Light (front)	included	600		Mobile Phone Holder	100	500	
Bike light (rear)		600		Frame bag	500	3,000	
Spare inner tube	included	230		Top Tube bag	200	1,500	
Tire Lever	included	200		Pannier 20L	250	1,000	
Security Lock	included	350		Saddle bag	250	2,800	
Safety Helmet	included	800					
Multi tool	included	400		Flat Pedals	included	500	
Portable Pump	included	1,000		LOOK Keo pedals	400	2,000	
Water Bottle Cage	included	150		SPD-SL pedals	400	3,200	
Seatpost bag	included	1,000		SPD pedals	400	2,000	

Deposit for booking: Valid photo ID to be returned when the bike(s) and all its accessories are returned to the lessor in good condition.

13. **The bike(s) is(are) to be returned to the lessor at the end of the rental period specified in Item No. 16, at a prearranged time.** If there is any change of time or location, the lessee should notify the lessor no less than 24 hours before the agreed time. If the lease needs to be extended, the lessor has to be informed and consent to the extension, so that then the rental will be adjusted accordingly. If the lessee fails to show up at the agreed time and location without notifying the lessor, an administrative cost of NT\$1,000 and respective overdue charges will be processed accordingly. If the lessee fails to return the bike as agreed, and does not notify the lessor, and remains unreachable for more than 3 days, the lessee will be deemed to have consented to the purchase of the bike at its value (c.f. Item 8) & the rental of the first three days must still be paid. The lessor reserves the right to claim the total amount owed from the lessor.
14. If the bike incurs any damage to the frame, the renter must compensate the amount to have it fixed. **Heavy scratches more than 5cm will incur a NT\$4,000 charge** on carbon bikes.
15. If the bike falls on its side, be aware the rear derailleur can be heavily damaged and will cause further damage unless fixed promptly. If there is any damage to the parts - tires, derailleur, etc. **the lessor will charge 30% - 100% of pertained damage.** If the bike had to be repaired by another shop, please keep the receipt, and bring it upon return.
16. The following ____ bikes are on lease from _____ to _____ for a total of ____ days.

No.	Model	Size	No.	Model	Size
1			4		
2			5		
3			6		
Total Rental:					

11. Lessee has checked on the bike(s), its parts, and accessories to make sure that they work well.

I hereby agree that after test riding the bike, I confirm that it has been rented to me in good and functioning condition.

Date and time: _____

Deposit received: _____

Name: Taipei Bike Works

Name: _____

Government Uniform Invoice number: 85126281

Passport No.: _____

Phone no.: _____

Signature: _____

Signature: _____

17. The bike(s) with accessories has(have) been **COLLECTED** by the lessor at the following time and location

Date and time: _____

Deposit returned: _____

Lessor: Taipei Bike Works

Lessee: _____

Government Uniform Invoice number: 85126281

Sign of Lessor: _____

Sign of Lessee: _____