E-Bike & Mountain Bike Rental Terms & Conditions

These General Terms & Conditions govern the rental of e-bikes, mountain bikes, non-electric bicycles and related accessories from Moda Sport di Clignon Stefano & C. S.a.s. They apply to both online bookings and rental agreements concluded in the shop.

1. Customer Responsibility

The customer is responsible for the bicycle and all rented accessories throughout the entire rental period and accepts full responsibility for their safekeeping and proper use.

2. Optional Damage Protection

The rented equipment is not automatically insured.

Customers may purchase Optional Damage Protection for €5.00 per bicycle, per day. The protection covers accidental damage resulting from falls or collisions and includes bicycle recovery assistance.

It does not cover theft, loss, damage caused by improper use, negligence, vandalism or intentional misconduct.

3. Theft or Total Loss

In the event of theft or total loss of the bicycle, the customer must immediately report the incident to the competent authorities and provide a copy of the police report to Moda Sport.

The customer will be charged 80% of the manufacturer's recommended retail price of the bicycle.

4. Partial Damage or Improper Use

Any damage not covered by Optional Damage Protection, including damage caused by improper use, negligence or vandalism, will be charged to the customer based on the actual repair cost, including parts and labour.

5. Bicycle Recovery Service

In the event of a mechanical failure, puncture, flat battery or breakdown:

- With Optional Damage Protection: recovery service is included.
- Without Optional Damage Protection: €20.00 per hour for each recovery intervention.

6. Bicycle Exchange

The bicycle may be exchanged during the rental period, subject to availability.

- Upgrade: the customer pays the price difference.
- Downgrade: the rental price will be adjusted according to the new bicycle category.

7. Returning the Bicycle

The bicycle and all rented accessories must be returned by the shop's closing time on the agreed return date. Returns after this time may incur an additional day's rental charge.

8. Failure to Return

If the bicycle is not returned and the customer cannot be contacted using the telephone number provided, Moda Sport will report the non-return to the competent authorities 2 days after the contractual return date.

9. Early Return

For multi-day rentals, an early return communicated in advance does not incur additional charges. Any refund remains at the discretion of Moda Sport.

10. Collection & Acceptance of the Bicycle

When collecting the bicycle, the customer confirms that they have inspected the bicycle and all accessories and that they have been supplied in good working condition.

The customer also accepts the personalised adjustment of the saddle, brakes and riding position carried out by our staff.

11. Booking, Payment & Cancellation

- For 1 or 2-day rentals, full payment is required when collecting the bicycle.
- For 3 days or more, an advance payment equal to the first day's rental is required.
- Booking cancellation is free of charge up to 24 hours before the rental begins.

12. Required Documents

When collecting the bicycle, customers must present one valid form of identification:

- Driving licence
- Identity card
- Passport

No credit card is required as a security deposit.

13. Liability Waiver

The rider, or the parent/legal guardian in the case of a minor, acknowledges that the bicycle is used entirely at their own risk and releases Moda Sport from liability for damage resulting from improper or imprudent use of the bicycle, to the extent permitted by applicable law.

14. Governing Law & Jurisdiction

This agreement is governed by Italian law.

For consumers, jurisdiction is determined by the applicable consumer protection legislation. For commercial customers, the Court of Rovereto (Trento, Italy) shall have exclusive jurisdiction.

15. Data Protection (GDPR)

Personal data is processed in accordance with Regulation (EU) 2016/679 (GDPR) exclusively for the management of the rental agreement, invoicing, service communications and legal obligations.

Data Controller

Moda Sport di Clignon Stefano & C. S.a.s.

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