

General rental conditions

1) Handover and return of the motorcycle

The motorcycle is handed over to the client in excellent condition and without externally visible defects. Any complaints must be made by the client immediately during handover. The client agrees to return the motorcycle with all papers and accessories in the same excellent condition at the agreed place and date. Wings4Wingers reserves the right to take possession of the motorcycle at any time at the expense of the client, if it is not used in accordance with this agreement.

The client is handed over a fully fueled motorcycle and she/he agrees to return it fully fueled.

2) Use of the motorcycle

The client agrees to treat the motorcycle with care. In particular:

- It must not be used by a person under the influence of alcohol or drugs.
- It may not be used for racing, testing, racing, or any other sporting event.
- It may not be used by any person other than the one named on the rental agreement.
- It may not be used in violation of traffic or other regulations that apply at the time and place of use.
- Carrying children under 12 is prohibited.

The rental agreement includes a membership with the ÖAMTC. The client is provided with the corresponding letter of protection. However, this applies only to the motorcycle and not to persons (client or passenger).

3) The client agrees to pay the following charges:

- Rental fees according to the valid price list. The rental prices include the cost of oil and maintenance, as well as the liability insurance. The client covers the fuel costs during the rental period.
- If the GPS is lost, the price of a new GPS will be charged to the client.
- If the motorcycle is excessively dirty when returned, a cleaning charge of €35 will be levied.
- All fees, costs and penalties imposed on the client or on the motorcycle, for the violation of traffic regulations, unless the violation is clearly attributable to the fault of Wings4Wingers. This includes costs incurred by Wings4Wingers in dealing with information requests e.g. by police.
- All costs incurred by Wings4Wingers to ensure the payment of dues by the client, including reasonable attorney's fees.
- In the event of an accident that is fully or partially caused by the client, Wings4Wingers is not obliged to provide a replacement for the remainder of the agreed rental period. Moreover, the client is not entitled to a reduction of the agreed rental fee.
- All costs incurred by Wings4Wingers for repairs or replacements due to damage to the motorcycle. If the motorcycle has been used in accordance with the terms of the contract, the liability of the client is limited to the cost of damage caused by the client. The client is liable for the residual value of the motorcycle. This residual value is deposited at the beginning of the lease by a guarantee (credit card, bank, etc.) and will be used to cover the costs of any damage or repairs.

4) Behavior in case of an accident

- Provide necessary help. Call for rescue services if necessary.
- Fill in the EU accident report. Record the name and address of the participants and of the witnesses.
- Do not sign an admission of guilt; do not accept any liability.
- Inform the police.
- Do not leave the motorcycle without adequate safety precautions.
- Report the accident to Wings4Wingers by telephone, Tel: +43 676 9375166

The client will do his/her utmost to avoid mechanical damage to the motorcycle. However, to the extent permitted by law, the client assumes no liability for damages or mechanical incidents, or resulting losses or damages. There is no duty for Wings4Wingers to provide compensation under the Product Liability Act or other product liability claims for property damage.

The client hereby releases Wings4Wingers, to the extent permitted by law, from any liability for damage or loss of property carried by the client or any other person before or during the rental period, or left-behind upon returning the motorcycle. The client will indemnify Wings4Wingers for all costs and claims asserted from such losses or damages against Wings4Wingers.

5) Personal liability

Wings4Wingers accepts no liability for personal injury caused by the client. In the case of personal injury due to personal negligence, the client is liable for damage to the opponent and to his own person, as well as to any passengers.

6) Terms of payment

Upon signing the written rental agreement, 30% of the rental costs are payable. At the time of the handover of the motorcycle, the client will pay the remaining amount as well as a deposit.

7) Cancellation conditions

Cancellations can only be accepted in writing (e.g. by email: wings4wingers@gmail.com). In case of cancellation up to 4 weeks before the beginning of the contract, the cancellation is free of charge. If the contract is cancelled within 4 weeks before the start of the rental period, a cancellation fee of 50% of the rental cost will be charged. From the beginning of the rental period, the full rental price is payable.

Additional agreements always require written form.