

## RENTAL CONDITIONS

1. I hereby acknowledge that I am renting an electric bicycle (E-Bike) offered by EBIKES4AFRICA and that I will be renting it entirely at my own risk.
  2. I understand the inherent dangers and risks associated with cycling and E-Bikes and I assume and accept any and all risks of injury, paralysis, or death. In addition, I agree to abide by the traffic rules and regulations as set out by the Namibian government.
  3. I waive my right to any and all claims of whatsoever cause or nature, against EBIKES4AFRICA, its employees, the Windhoek Municipality, City of Windhoek, its Council and/or its employees, land owners and/or its employees for any loss, damage or harm that may be suffered or sustained arising out of or in connection with the use of the E-Bike and all other functions and events related hereto, notwithstanding that such loss, damage or harm may have been caused by the negligence of EBIKES4AFRICA, its employees or agents, the Windhoek Municipality, City of Windhoek, its Council and/or its employees, landowners and/or its employees howsoever such loss, damage or harm is caused.
  4. I hereby indemnify EBIKES4AFRICA, its employees or agents, the Windhoek Municipality, City of Windhoek, its Council and/or its employees, landowners and/or its employees against all or any claims which may be made against any of them by a third party (including my dependants) where such claim arises out of or in connection with the use of the E-Bikes and all other functions and events related hereto.
  5. I undertake to comply with the instructions of EBIKES4AFRICA's employees.
  6. I confirm that I am not suffering any medical condition that may preclude me from cycling.
  7. I confirm that I am renting the E-Bike for commercial or private use only, and in addition confirm that I will not be using the E-Bike to transport any unlawful substances.
  8. I accept that this contract sets out the full basis of the relationship between EBIKES4AFRICA and myself and acknowledge that it is governed by the laws of Namibia and in the event of my bringing legal action against EBIKES4AFRICA or its employees, agents or contractors, Windhoek Municipality, City of Windhoek, its Council and/or its employees, landowners and/or its employees, I agree that only the courts of Namibia shall have jurisdiction.
  9. I acknowledge that I will be responsible for all and any damage caused to the rental E-Bike from the time of pickup thereof to the time of return thereof to EBIKES4AFRICA. My liability for damage to the rental E-Bike is absolute, whether or not the damage was caused by negligence, vicarious or otherwise.
- I therefore agree to return the equipment in the same good condition as when received, and to reimburse EBIKES4AFRICA for any and all lost, stolen, damaged, or broken parts.
10. I confirm that the rental E-Bike is given to me in good order and condition and that I received an induction course on the use thereof. Good condition means normal wear and tear is accepted, but does not include flat tires, broken spokes, rims, bent rims, damaged frames, handlebars, seats, or other parts from misuse and/or crashes. Damaged electrical parts or components will be repaired and/or replaced at the shop's discretion, and Renter agrees to pay regular shop rates and retail prices for components replaced.

11. Once the indemnity form has been signed, all E-Bike rentals are non-transferable and non-refundable.

## **OTHER TERMS & CONDITIONS**

### **Property:**

The Renter understands and agrees that the E-Bikes described in this contract remains the property of EBIKES4AFRICA, and that the failure by the Renter to return said E-Bikes to SunCycles within the time provided in this contract may constitute a crime and subject the customer to criminal prosecution.

### **Proper Usage:**

The Renter declares that he will not ride, use, dumb, or likewise rental equipment in any river, stream, lake, or other body of water. Furthermore, the Renter takes proper care of the rental equipment by not exposing the batteries, controllers & display screen to full sun, heat, or any other source or substance that could potentially cause damage to the bike or any of its parts or electrical components. Moreso, the Renter is fully responsible for any damages, be it objects, persons, or any other damageable entity resulting from changing or substituting any parts on the bicycle or other equipment. Likewise, changing and substituting any parts on the bicycle or other equipment is prohibited. The Renter assumes full responsibility for any citations received related to the use of the Rental Equipment.

### **Return of Rented Items:**

At the end of the rental period the Renter is obliged to bring back every equipment stated in the Rental Form. Not doing so will result in a decrease of the deposit to cover any damages or loss of equipment. The deposit will be given back once **all** required equipment was given back. The security deposit will be returned to the Renter upon satisfactory return of the Rental Equipment, as determined by the Rental Company.

### **Price and Duration:**

The Renter is not allowed to return a rented bicycle after the date and time stated in the contract. E-Bikes must be returned to the same branch and during the business hours of EBIKES4AFRICA (Monday to Friday: 08:00am to 17:00pm). Drop-off after hours or during weekends will be accepted by prior arrangement only and may incur additional fees for the Renter. EBIKES4AFRICA is not obliged to give any refund for rented bikes that are returned before the end of the contractual period. For each day that the rental period is exceeded EBIKES4AFRICA is entitled to charge the Renter 150% of the rental price.

### **Payment and Deposit:**

All payments are to be strictly handled in advance. Payments are only accepted via EFT or PayToday. EBIKES4AFRICA has the right to require a deposit from the renter at the company's discretion.

**If the rental fee is to be paid via EFT, please use the following banking details:**

**Account Name:** Suncycles Electrics Namibia CC  
**Account Number:** 11990576418  
**Type of Account:** Current account  
**Branch:** Business Banking  
**Branch Code:** 461617  
**Swift Code:** NEDSNANX

### **Termination of Agreement:**

The Renter agrees that EBIKES4AFRICA has the right to terminate this agreement at any time and to retake possession of said equipment with immediate effect, and for said purpose EBIKES4AFRICA may enter upon the premises of the Renter without becoming liable for trespass.

### **Collection Commission:**

All costs and disbursements, including legal costs on an attorney and own client scale, incurred by EBIKES4AFRICA in collecting or endeavouring to collect all or any amounts payable by the Renter to EBIKES4AFRICA or otherwise and all collection commissions and all other charges of a like nature are payable by the Renter to EBIKES4AFRICA on demand.

### **Interest:**

Should the Renter fail to pay on or before the due date any amount failing due or payable to EBIKES4AFRICA under or arising from this agreement, then, without prejudice to such rights as may accrue to EBIKES4AFRICA consequent upon such failure, such overdue amounts shall bear interest at the prime overdraft rate charged from time to time by EBIKES4AFRICA's banker.

**Jurisdiction to Magistrate Court:**

The Renter hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over the person in respect on any action by EBIKES4AFRICA arising from this Agreement or cancellation thereof.

**Debit order Mandate:**

In the event that the outstanding debt is not settled, for any reason, the Renter mandates EBIKES4AFRICA or its Cessionary to collect the amount owing in either one lump sum or monthly instalments from the Renter's bank account by means of a debit order. This mandate shall constitute a valid debit order, which debit order shall automatically apply and EBIKES4AFRICA or its Cessionary shall be authorised to collect the instalments/lump sum by means of the said debit order from any of the Renter's bank accounts. The Renter further consents to the tracing of such banking details should the banking details as provided by the Renter be incorrect or no longer relevant.

**Right to vary the Terms & Conditions of Agreement:**

EBIKES4AFRICA reserves the right to vary the terms & conditions of this Agreement at its sole discretion, whether as a result of new legislation, statutory instruments, government licenses, amendments to the standard terms & conditions of EBIKES4AFRICA, or any similar event, the Renter hereby consents to the said variation. EBIKES4AFRICA may at its sole discretion, elect to notify the Renter of any variation in writing or to publish such variation on its website and or at its principal place of business. This Agreement constitutes the entire understanding between the parties and supersedes all prior oral agreements, understandings, or arrangements relating to the subject matter of this Agreement. Any amendments to this Agreement must be in writing and signed by both parties.

**Legal Governance:**

This Agreement, and any rights, duties, and obligations as between the parties to this Agreement, shall be governed by and interpreted solely in accordance with the laws of the Republic of Namibia and no other jurisdiction. If any action is brought to enforce any of the terms of conditions of this Agreement, or to recover any sums due to hereunder, the Renter agrees to pay all attorneys' fees, court costs, or other expenses of EBIKES4AFRICA.

**Liabilities and Waivers**

EBIKES4AFRICA is not responsible for any injuries, damages, or liabilities arising from the use or misuse of the Rental Equipment by the Renter. The Renter assumes all risk associated with the use of the Rental Equipment. It is highly recommended that the Renter has adequate insurance coverage for any damages or injuries caused by or incurred while using the Rental Equipment. The Renter is responsible for providing their own insurance.

The Rental Company is not responsible for the mechanical breakdown of the Rental Equipment during the rental period. However, the company commits to replace or repair any equipment that fails to operate as stated, provided the breakdown is not due to misuse or negligence on the part of the Renter.

**I HEREBY AGREE THAT ALL THE INFORMATION ON THIS FORM IS TRUE AND CORRECT AND I HAVE READ AND UNDERSTOOD THE ABOVE INDEMNITY AND ITS TERMS AND CONDITIONS. I ALSO AGREE TO COMPLY WITH ALL THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT.**