

# **General Terms and Conditions for the Use of Bike and Ride Boxes, Parking Spaces in Collective Garages and Lockers**

All hereinafter referred to as Annex(es).

| Status 02/2025

## **1. General**

- a) The following General Terms and Conditions govern the use and provision of the facilities provided by the municipalities to Kienzler Stadtmobiliar GmbH (hereinafter also referred to as the Lessor) by the users (hereinafter also referred to as the Lessee). The General Terms and Conditions are accepted by the user upon booking.
- b) The facility is used for the secure parking of bicycles in a protected environment in the form of bike-and-ride boxes and parking spaces in collective garages or for locking items when renting lockers (in each case: “space” and “facility”). However, the facilities are not suitable for using the spaces without regularly opening the access door belonging to the respective facility and removing the bicycle, in particular not for parking the bicycles there over a longer period of time (e.g. over the winter months) and/or generally storing them there. To the extent permitted by law, the Lessor therefore accepts no liability for any damage to the bicycles that are parked in the facility contrary to the above provision.

## **2. Registration and data protection**

- a) Prior registration on the platform [www.vrnradbox.de](http://www.vrnradbox.de) (“platform” or “online booking system”) is required in order to be able to book a pitch at the facility.
- b) Our privacy policy can be found under the footer item “Privacy policy” on the above-mentioned platform.

## **3. Booking process and conclusion of contract**

- a) The booking is made in such a way that the tenant selects a space in the facility for a specific period (booking period) via the online booking system. The booking is only possible via this online booking system of the Lessor.
- b) The booking of the selected pitch in the facility is only possible if it is available. The booking by the tenant is binding and is submitted by clicking on the “order/rent subject to payment” button.
- c) Payment of the rent is due immediately. The rent must therefore be paid in advance for the entire rental period. The possible payment methods are shown to the tenant during the booking process. The rental agreement between the landlord and tenant is concluded upon payment.
- d) After booking and payment, the tenant will receive an access and registration code for the selected pitch in the facility. This will be sent to the tenant by e-mail. The code is usually sent immediately after booking.

## **4. Invoicing**

The tenant agrees to receive the invoice electronically and that this invoice will be sent to the e-mail address entered by the tenant.

## **5. Right of withdrawal**

The tenant has the following right of withdrawal:

**RIGHT OF WITHDRAWAL:**

**ou have the right to withdraw from this contract within fourteen days without giving any reason.**

**The withdrawal period is fourteen days from the date of conclusion of the contract.**

**To exercise the right to cancel, you must inform us (Kienzler Stadtmobiliar GmbH, Postfach 1226, 77751 Hausach, Telephone number 07831/788-0, Fax number 07831/788-99, E-Mail [info@kienzler.com](mailto:info@kienzler.com)) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You can use the attached sample withdrawal form, but this is not mandatory.**

**To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.**

**CONSEQUENCES OF WITHDRAWAL:**

**If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.**

**If you have requested that our service (provision of space in the facility) should begin during the withdrawal period (see booking period), you must pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the service provided for in the contract.**

**CANCELLATION OF THE RIGHT OF WITHDRAWAL: The right of withdrawal expires if we have provided the service in full and have only begun to perform the service after you have given your express consent and confirmed to us that you lose your right of withdrawal upon complete fulfillment of the contract by us.**

**END OF THE REVOCATION INSTRUCTION**

**6. Duration of the contractual relationship**

The duration of the tenancy depends on the booking.

**7. Use by the tenant; obligations of the tenant**

- a) The access and registration code is used to open and lock the access doors.

- b) The renter undertakes to treat the space in the facility and the facility itself with care and to keep it clean.
- c) When parking the bicycle, the instructions in these GTC and other visible instructions for using the facility (e.g. on the inside door of the facility and/or on the control panel) must be followed.
- d) The renter is obliged to additionally secure the parked bicycle against theft by locking the bicycle in the facility using at least a commercially available lock (e.g. a ring or spiral lock).
- e) The renter is not authorized to store objects other than bicycles and bicycle accessories in the facility.
- f) When parking the bicycle and bicycle accessories in the facility, the user must exercise the care required in traffic.
- g) If the access code is lost, the bicycle will only be returned on presentation of a valid photo ID. Any damage caused by the loss of the code shall be borne by the renter. The Hirer is obliged to notify the Rental Firm immediately of the loss of the access code.
- h) The Lessee is not entitled to change the locking mechanism of the facility, for example by fitting his own locks outside the facility.
- i) As a rule, the Lessor shall carry out a functional cleaning of all systems once a year. This involves opening the facilities and access doors, which the tenant must tolerate.
- j) The tenant undertakes to vacate his booked space in the facility in good time at the end of the period of use. Should the Lessee fail to comply with this obligation, the Lessor shall be entitled to vacate the space in the facility itself or have it vacated by a third party at the Lessee's expense and to take possession of the items brought in. The Lessor shall first attempt to contact the Lessee accordingly using the contact details provided in the booking. The Lessee shall compensate the Lessor for any damage caused by failure to vacate the pitch in good time. The Hirer shall not bear the costs of clearing the pitch and shall not be liable for any damage if he is not at fault.
- k) Notwithstanding clauses 5 and 14 of these General Terms and Conditions, the tenancy may not be terminated prematurely. In this case, even if the pitch in the facility is returned prematurely, a proportionate rental price will not be refunded.
- l) In the event of suspected use in breach of the contract, the Lessor shall be entitled to open the facility as such and the booked pitch in the facility itself or have it opened by third parties without the consent of the Lessee. If the use contrary to the contract is confirmed, the Lessor shall be entitled to clear the facility and the booked space in the facility itself or have it cleared by third parties and to take possession of the items brought in. The Hirer shall be liable to pay the costs of evacuation unless he is not responsible for the use contrary to the contract.
- m) After vacating the space in the facility in accordance with letter j) or l), the Lessor shall store the items taken into possession for a maximum of 6 months. The Lessor reserves the right to store the items separately due to their nature, condition or value. The costs of safekeeping shall be borne by the Lessee if and insofar as the Lessee is at fault for the safekeeping.
- n) The Lessee hereby grants the Lessor a non-exclusive, transferable, sub-licensable, irrevocable right, unlimited in time and space, to use anonymized data on the use and utilization of the facilities and spaces for analysis and statistical purposes. The above right of use entitles the lessor in particular to make the data publicly accessible, to reproduce it and to make it available to external information and routing systems. The lessee is aware of and accepts that all rights to the database created by the lessor using the aforementioned data are the exclusive property of the

lessor in the relationship between the parties.

## **8. Obligations of the landlord**

- a) The lessor is obliged to provide the lessee with the space he has booked in the facility during the booked period.
- b) The Lessor shall ensure that the facility is in a condition in accordance with the contract for the entire term of the contract.
- c) The Lessor is obliged to inform the Lessee of any obvious errors in the booking process as soon as they are noticed.

## **9. Rights of the tenant due to defects**

- a) The booked space in the facility shall be made available to the tenant free of rental defects.
- b) b) The Lessee must notify the Lessor of any existing defects as soon as they are discovered. Notification is also possible via the Lessor's online portal. The Tenant shall be obliged to compensate the Lessor for any damage caused by his failure to report the defect in accordance with sentence 1.
- c) c) The Lessor is obliged to remedy any defects that occur before or during the tenancy, provided that the latter have been duly reported.
- d) The tenant is exempt from paying the rent for the period during which the suitability is suspended. The rent shall be reduced appropriately for the period during which suitability is restricted. Any rent paid in excess shall be refunded to the tenant. However, this shall not apply if the landlord was unable to remedy the situation as a result of the tenant's failure to report a defect.
- e) Refunds shall be made at the latest within fourteen days of the day on which the Lessor receives the Lessee's notification of defects, provided that this notification is justified. For this refund, the Lessor shall use the same means of payment that the Lessee used for the original transaction, unless expressly agreed otherwise with the Lessee. The Lessee shall not be charged any fees for this refund.
- f) Only the direct tenant is entitled to claims for defects against the landlord and these are not assignable.

## **10. Transfer to third parties**

The tenant is not permitted to transfer the space in the facility to third parties, in particular subletting.

## **11. Liability**

- a) The tenant is liable for all damage caused to the facility and the pitch (parking space) and culpably caused by him. The tenant is also liable for damage caused by behavior for which he is responsible, employees of the landlord or other users of the facility. The tenant is not responsible for changes and deterioration caused by use in accordance with the contract. The tenant is obliged to immediately report any damage caused by him. Damage can also be reported via the Lessor's online portal.
- b) Claims for damages against the Lessor are excluded unless the Lessor or its vicarious agents have acted with intent or gross negligence and this does not constitute a material contractual obligation. This applies in particular to claims by the Hirer for damage caused by improper storage of the bicycle and bicycle

accessories.

- c) In the event of a breach of material contractual obligations, the Lessor shall be liable for any negligence, but only up to the amount of the foreseeable damage. Essential contractual obligations are those that make the contractual performance possible in the first place, in particular the provision and maintenance of the rental object in the contractually owed condition. Claims for loss of profit, claims for damages from third parties and other indirect and consequential damages cannot be demanded.
- d) The limitations and exclusions of liability under letters b) and c) do not apply to claims that have arisen due to fraudulent conduct on the part of the lessor, or to damages resulting from injury to life, limb or health.
- e) Insofar as the Lessor's liability is excluded, this shall also apply to its employees, workers, representatives and vicarious agents.
- f) The Lessor accepts no liability for condensation damage or other damage caused by third parties and/or uncontrollable events (fire, theft, contamination/damage by third parties, etc.), unless the Lessor is at fault.

## **12. Lien**

It is agreed between the Lessor and the Lessee that a lien shall be created in favor of the Lessor for the claims arising from the rental relationship on the bicycle placed in the system and any bicycle accessories belonging to the Lessee. The lien does not extend to items that are not the property of the Lessee, nor to items that are not subject to seizure.

## **13. Prices**

The fee to be paid by the Lessee as part of the payment process in accordance with section 3 letter c) is based on the applicable fee schedule for the location of the facility. These prices can be viewed online via the Lessor's booking portal.

## **14. Extraordinary termination for good cause**

- a) Either party may terminate the tenancy for good cause without notice in accordance with Section 543 BGB
- b) An important reason for the landlord exists in particular if the tenant intentionally damages the facility or if the tenant grossly violates his obligations to a not insignificant extent.
- c) If the tenant gives extraordinary notice of termination in accordance with letter a), the rent paid shall be refunded to him on a pro rata basis. The proportion shall be calculated on the basis of the past rental period up to the occurrence of the reason for termination in relation to the period that the tenancy would have lasted after the occurrence of the reason for termination.
- d) In the event of extraordinary termination by the landlord, the tenant is not entitled to a refund of the rent paid by him. However, the landlord must take into account what it saves by renting the facility to another tenant within the original term of the tenancy.
- e) Refunds shall be made at the latest within fourteen days of the day on which the Lessor receives the Lessee's extraordinary notice of termination, provided that this termination is justified. For this refund, the Lessor shall use the same means of payment that the Lessee used for the original transaction, unless expressly agreed otherwise with the Lessee. The Lessee shall not be charged any fees for this refund.

## **15. Choice of law**

The inclusion and interpretation of these General Terms and Conditions, as well as the conclusion and interpretation of the legal transaction itself, shall be governed exclusively by the law of the Federal Republic of Germany. This choice of law shall only apply insofar as mandatory provisions of the law of the country in which the tenant has his habitual residence are not superseded.