

General Terms and Conditions

DB Rent GmbH – Bicycle Rental

Part 1 – General Terms and Conditions of Trade

§1 Scope of the General Terms and Conditions

1. DB Rent GmbH (“Provider”) rents bicycles to registered customers subject to availability. These General Terms and Conditions (GTC) apply to the use of the products “Call a Bike” and “StadtRAD Hamburg”. Special features which apply to the different products are specified below. In particular, different charge rates apply to “Call a Bike” and “StadtRAD Hamburg” (cf. §6).
- 1.1. Call a Bike “flex” is a bicycle rental system which is not restricted to specific pick-up points. The bicycles can be collected and returned only within the defined core area of the city concerned.
- 1.2. Call a Bike “fix” and StadtRAD Hamburg are bicycle rental systems which are tied to specific pick-up points. The bicycles can only be collected from and returned to the designated pick-up points.
2. Part 1 of these General Terms and Conditions applies to the contract between the Provider and the Customer governing the fundamental principles of bicycle rental. Part 2, “General Terms and Conditions of Use”, specifies details of the rights and obligations of the Customer and the Provider in connection with actual use of the bicycles.
3. Any deviations from the GTC must be confirmed in writing by the Provider to the Customer.
4. On renting a bicycle, the Customer accepts the General Terms and Conditions of DB Rent GmbH – Bicycle Rental – as amended from time to time.
5. The price list of Call a Bike/StadtRAD Hamburg as amended from time to time forms an integral part of these GTC.

§2 Registration and Confirmation

1. Customers can apply for registration (application) at the terminal, in writing, in person, by telephone or on the Internet. Customers must be at least 18 years old at the time of application.
2. The Provider decides whether or not to accept the application to enter into a contract on receipt of the relevant personal data of the applicant. When processing the application, the Provider is also entitled to perform a credit check.
3. The application is accepted when the Provider notifies the Customer of his/her personal customer number. This notification can be given in writing, in person, by telephone or by e-mail.
4. A registration fee as stated in the valid price list at the time will be charged on acceptance of the Customer’s application.
5. The Customer is obliged to notify the Provider immediately of any change in his/her personal data or in any data required for billing (credit card number, bank account) during the term of the contract.

§3 Further Customer Numbers and Call Number Aliases

1. The Customer can request the allocation of further secondary customer numbers in writing, in person or by phone. The Provider is not obliged to allocate further numbers.
2. To allow faster processing of the use of bicycles, the Customer can register one or more call number aliases for a customer number. In that case, the Customer notifies the Provider of a mobile phone number which is linked to the customer number.
3. To allow faster processing of the use of StadtRAD Hamburg, the Customer can register one or more customer cards for one or more bank accounts with the Provider. In that case, the Customer notifies the Provider of a valid bank account. The issue of a customer card is subject to the charge as stated in the price list.
4. Billing and collection of the charges payable from the use of all customer numbers allocated to any one Customer (secondary customer numbers, call number aliases) is handled only with the registered Customer.

§4 Confidentiality of Customer Number/Customer Card

1. The Customer is responsible for preventing unauthorised use of his customer number/customer card and, if applicable, his call number alias, by third parties.
2. The Provider explicitly informs the Customer that no employees are authorised to request the customer number unless the Customer himself/herself contacts the Provider.
3. The Provider shall allocate the Customer a new customer number on request if the Customer gives legitimate reasons for the change. The Provider is entitled to allocate the Customer a new customer number of its own accord at any time if necessary for the Provider’s own business reasons.
4. The Customer is obliged to notify the Provider immediately if he/she has any reason to suspect unauthorised use of the customer number (secondary customer number/call number alias). The Customer is likewise obliged to notify the Provider immediately if the Customer no longer uses the call number alias (e.g. if the mobile phone has been passed on to a third party).
5. The customer number will be inactivated if it is not used by the Customer for a period of 12 months. The Customer can reactivate the number by calling the service telephone*.
6. The Customer can also ask to have the customer number inactivated. This should always be done if he/she no longer wishes to use the number.

§5 Using Bicycles with a Customer Number, Blocking

1. The Customer can authorise third parties who are of legal age to use his/her customer number/customer card on the Customer’s own responsibility. In that case, the Customer must ensure that the third party complies with the provisions of these General Terms and Conditions. The Customer is responsible for the actions of any third parties authorised to use the customer number to the same extent as for his/her own actions.
2. The Provider is entitled to cancel the Customer’s rights of use for due reasons, in particular in case of misuse of one or more customer numbers of the Customer.
3. If the Customer infringes his/her obligations pursuant to § 4 (4), he/she shall be liable for all damage which would have been avoided had the Customer notified the Provider immediately. If the Customer notified the Provider immediately, he/she shall be liable for damage sustained up to the time of notification up to the maximum sum specified in the valid price list at the time. The above liability limit shall not apply if the Customer permitted unauthorised use of his/her customer number (secondary customer number/call number alias) with intent or through gross negligence.

§6 Prices

All services are charged on the basis of the prices valid at the beginning of each individual use of a bicycle. Different charge rates apply to the use of “Call a Bike” and “StadtRAD Hamburg”; these are specified in the individual price lists as amended from time to time. Information about prices is also available from the Provider’s service telephone* or on the Internet at www.callabike.de / www.stadtradhamburg.de.

§7 Payment and Default in Payment

1. The Customer is obliged to pay the billed amounts by means of a credit card or by direct debit. If a direct debit cannot be processed owing to insufficient funds in the Customer’s account or other reasons for which the Customer is responsible, the Provider shall charge the additional expenditure to the Customer at the flat rate specified in the valid price list at the time. In individual cases, the Provider shall also be entitled to claim higher costs up to the level of the expenditure actually sustained, unless the Customer can prove lower expenditure.
2. If the Customer defaults in payment, default interest will be charged at a rate of 5 percentage points over the base interest rate. This shall not affect the Provider’s right to claim further damages from default.
3. If the Customer defaults in payment, the Provider shall be entitled to demand immediate payment of all further claims against the Customer and to discontinue the contractual services until the Customer has satisfied all payment obligations.

§8 Billing, Itemised Statement, Verification

1. When the Customer informs the Provider by phone of completion of the individual use of a bicycle (cf. Part 2, General Terms of Use, § 7 (2)), the Customer will be informed by phone of the cost of the use concerned. The Customer will not be informed immediately of any elements which are still to be calculated because they cannot be automatically processed, for example service charges owing to use of a bicycle in breach of the contractual provisions. Charges will be debited at intervals of a maximum of 30 days.
2. On request by the Customer, an itemised statement will be sent by post subject to the charge stated in the valid price list at the time. Itemised statements can be sent by e-mail free of charge. Invoices can be checked on the customer portal on the Provider’s website at any time.
3. Objections to debited charges must be submitted in writing within one month of the date of the debit. The Customer’s rights shall not lapse if legitimate objections are filed after expiry of the above period, assuming that the Provider is permitted to check the matter pursuant to data protection legislation. Any refunds due will be credited to the Customer’s account and deducted from the next due payment unless otherwise stated by the Customer.
4. The Customer is entitled to offset claims against the Provider only if the claims are undisputed or non-appealable.

§9 Data Protection

1. The Provider is entitled to save the Customer’s personal data and undertakes to use that data only in compliance with the provisions of the German Data Protection Act.
2. The Provider is entitled to record all processes, in particular telephone calls, relating to a Customer, a customer account and a customer number (secondary customer number/call number alias) as evidence. The recording is used to check the accuracy of the debited invoice amounts. The saved data is protected against access by unauthorised persons.
3. The Provider is entitled to disclose information about the Customer to the necessary extent, in particular the Customer’s address, to investigating authorities if the requesting authority submits proof that proceedings have been initiated against the Customer for a regulatory or criminal offence.

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§10 Term of Contract/Notice of Termination

The contract is concluded for an indefinite period of time. It can be terminated by either party subject to due notice, but not before expiry of the minimum term (Call a Bike bonus packages, flat-rate products). This does not affect the parties' rights to terminate the contract without notice for good cause. Notice of termination must be given in writing. The Customer should address notice of termination to: DB Rent GmbH, Kundenbetreuung, Scharrenstrasse 10, 06108 Halle/Saale or by e-mail to: info@callabike.de or info@stadtradhamburg.de.

§11 Other Provisions

The contract is governed by German law. The parties have not entered into any subsidiary verbal agreements. Should any individual parts or provisions of these General Terms and Conditions be legally invalid, this shall not affect the validity of the remaining terms and conditions. Legal domicile for any disputes arising from or in connection with the Customer's participation in the bicycle rental system is Frankfurt am Main, insofar as the Customer does not have a place of general jurisdiction in Germany or has transferred his place of residence or habitual abode to a country other than Germany after conclusion of the contract, or if the Customer's residence or habitual abode is unknown when the legal action is filed, or if the Customer is a registered trader or legal entity under public law or public special assets.

Part 2 – General Terms and Conditions of Use

§1 Use of Several Bicycles with One Customer Number

1. Each customer number entitles the Customer to use two bicycles simultaneously.
2. The use of further bicycles is possible in individual cases by special agreement and subject to availability.

§2 Period of Rental

1. The rental period begins when the Provider notifies the Customer of the opening code for a bicycle, i.e. charges are payable as from then.
2. The rental period ends when the Customer notifies the Provider of the receipt code and return location of the bicycle.

§3 Proper Condition of Bicycles

1. The Provider undertakes to keep all bicycles in roadworthy condition.
2. Before beginning the journey, the Customer is obliged to familiarise himself/herself with the bicycle functions and to test the brakes. The Customer is obliged to test the lights when dusk falls or when using the bicycle at night.
3. If the bicycle obviously has a technical defect which could impair its roadworthiness at the beginning of the period of use, or if such a defect becomes obvious during use, the Customer must immediately notify the Provider and discontinue use of the bicycle. Even minor defects such as damage to the tyres, wheels or gears must be reported immediately.

§4 Improper Use of the Bicycles and Customer's Liability

1. The Customer must never ride the bicycle with no hands.
2. Bicycles may not be used
 - a) by persons aged under 16 unless accompanied by an adult,
 - b) to transport flammable, toxic or other dangerous substances,
 - c) to take part in bicycle test events or races,
 - d) for rental to a third party,
 - e) for journeys outside Germany, unless the Provider has given its written consent,
 - f) to carry further persons, especially young children.
3. The Customer is not permitted to use the transport devices of the bicycle incorrectly, in particular to exceed the permitted maximum load of 20 kg. When transporting objects on the bicycle, the Customer is obliged to ensure that they are securely attached.
4. The Customer is obliged to comply with road traffic regulations.
5. The Customer is not permitted to modify or tamper with the bicycle in any way.
6. The Customer is not permitted to use the bicycle when under the influence of drugs or alcohol.
7. In case of unauthorised use, the Provider is entitled to cancel individual or all customer numbers of the Customer at any time and to prohibit further use of bicycles by the Customer.

§5 Accidents

1. In case of accidents involving not only the user but also third-party property or other persons, the Customer is obliged to notify both the police and the Provider immediately.
2. The Customer shall otherwise be liable for any damage sustained by the Provider owing to infringement of the above obligation.

§6 Parking / Breaking the Journey

1. Whenever parking the bicycle or temporarily breaking the journey, the Customer must ensure that the bicycle does not obstruct other road users and must always use the bicycle stand. For reasons of road safety, the bicycle must never be leaned against another vehicle, road sign or other object. In particular, the bicycle must not be parked
 - a) against trees
 - b) against traffic lights,
 - c) against parking meters or car park ticket machines,
 - d) on pavements if this leads to a passage width of less than one 1.50 metres,
 - e) in front of, beside or on fire brigade access zones.
2. The bicycle must always be locked, even if the Customer parks or leaves it only for a short time. It should be attached to a fixed object, provided this is possible without obstructing other road users.

§7 Returning the Bicycle

- 1.1. Call a Bike "flex": the bicycle must be returned to a clearly visible point at a road intersection within the core area. It must be parked within a radius of 30 metres from the centre of the intersection and be clearly visible from there.
- 1.2. Call a Bike "fix": the bicycle must be returned to a Call a Bike "fix" pick-up point.
- 1.3. StadtRAD Hamburg: the bicycle must be returned to a pick-up point with a terminal and properly locked and bolted.
2. The Customer is obliged to complete the rental process by phone or by entering the receipt code at the terminal. When completing the process by phone, the Customer has to state the receipt code and the exact location of the bicycle.
 - 2.1. Call a Bike "flex": the name of both streets which make up the intersection must be stated clearly and completely. If the intersection consists of a square and a street, the names of both the square and street must be stated.
 - 2.2. Call a Bike "fix": the location is the four-digit number of the pick-up point.
3. A service charge will be levied if the Customer does not return the bicycle to a road intersection, Call a Bike "fix" pick-up point or StadtRAD Hamburg pick-up point, or states incorrect data about the bicycle location. A service charge will also be levied for a bicycle returned to a location outside the core area of Call a Bike "flex". The level of these charges is stated in the price list as amended from time to time.
4. The Customer is liable for all costs and damage sustained by the Provider owing to infringement of the Customer's obligations to cooperate and inform the Provider pursuant to the above provisions.

§8 Liability of the Provider, Customer's Liability and Insurance

1. During use of the bicycle, the Customer is covered by the Provider's liability insurance over and above any private insurance cover of the Customer. This does not affect the rights of recourse of the Provider's liability insurer against the Customer.
2. The Provider is liable vis-à-vis the Customer for intent and gross negligence or, in case of loss of life, physical injury or damage to health, for any kind of negligence. In all other cases of culpable infringement of material contractual obligations (cardinal obligations), the Provider shall be liable only for the typical, i.e. foreseeable, damage in such contracts, regardless of the legal grounds. The liability of the Provider is excluded in all other cases.
3. The Provider shall not be liable in cases of improper and/or unauthorised use of the bicycle pursuant to §4. Nor shall the Provider be liable for any damage to items transported with the bicycle in case of improper use.
4. The Customer shall be liable for damages caused by theft or damage to the bicycle during the rental period (between receiving the opening code until notification of the receipt code) up to a maximum sum as stated in the valid price list at the time. The above liability restriction shall not apply if the damage is attributable to intent or gross negligence on the part of the Customer.
5. If the bicycle is stolen during the period of use, the Customer must report the theft immediately to the Provider and to a competent police station. The Provider must subsequently be informed of the police reference number.

*Call a Bike service telephone : 07000 5225522 (charges for landline calls Mon-Fri 9-18 h 12.6 ct/min, other times 6.3 ct/min, incl. VAT. Mobile phone charges may vary).

*StadtRAD Hamburg service telephone: 040 82218810-0 (charges for calls to a German landline number)