

# **Electric Bicycle Rental Agreement**

**Nomad Motion – Nascente Motor, Sociedade Unipessoal Lda**

Tax ID: 510 022 367

Head Office: Estrada Exterior da Circunvalação nº1808, 4435-182 Rio Tinto

Email: nascenterent@gmail.com

## **General Terms and Conditions of Rental**

### **Article 1 – Purpose**

Nomad Motion, a commercial brand of Nascente Motor, Sociedade Unipessoal Lda, hereinafter referred to as the "Lessor," provides the electric bicycle rental service with delivery and collection at a location designated by the Customer ("pickup & delivery"). The Customer accepts the following terms and conditions and undertakes to comply with them upon entering into this agreement.

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### **Article 2 – Rental Conditions**

1. Bicycle rental is restricted to individuals aged 18 or over, upon presentation of valid photo identification. Minors may only rent if accompanied by a legal guardian who signs a liability waiver.
2. To execute the rental agreement, the following are required:
  - a) Signature (in person or digitally) of this agreement;
  - b) Payment of the rental fee according to the current price list;
  - c) Security deposit of €150 upon delivery of the bicycle.
3. The Lessor reserves the right to refuse service in the following cases:
  - a) Invalid or insufficient documentation;
  - b) Visible intoxication or influence of illegal substances;
  - c) Previous contractual breaches with the Lessor.

## **Article 3 – Home Deliveries and Collections**

1. Bicycles will be delivered and collected at the location specified by the Customer within Nomad Motion's operational area.
2. Deliveries and collections within the Porto metropolitan area are free of charge. Outside this area, the service is subject to prior confirmation and possible additional costs, to be communicated before booking.
3. Deliveries and collections take place daily from 08:00 to 20:00, as scheduled and confirmed in writing (email or other means).
4. The Customer must be present at the agreed time and location. Absence or delay exceeding 15 minutes may incur additional charges as per Article 10.

## **Article 4 – Equipment and Delivery Conditions**

1. The electric bicycle will be provided with the following equipment:
  - a) Helmet;
  - b) Lock;
  - c) Integrated touchscreen control panel.
2. A joint inspection of the bicycle and accessories will be conducted at the start and end of the rental, with a signed record from both parties.
3. The Customer agrees to return the bicycle and accessories in the same condition, except for normal wear resulting from prudent use.

## **Article 5 – Rates, Payments, and Methods**

1. Rental price is based on the current price list at the time of booking, considering:
  - a) Rental duration;
  - b) Delivery/collection location (if outside Porto metropolitan area);
  - c) Additional equipment, if applicable.
2. Accepted payment methods:
  - a) Bank card (debit or credit)
  - b) Cash.
3. Payment terms:
  - o a) At the time of delivery, unless otherwise agreed in writing;
  - o b) Via mobile terminal or in cash, with receipt;

- c) For online orders, payment is made upon booking using available online payment options.
- 4. Early returns are non-refundable, except when due to a fault by Nomad Motion or a malfunction not caused by the Customer.

## **Article 6 – Security Deposit**

1. A deposit of €150 is required at the time of rental.
2. The deposit will be refunded upon collection after inspection. In case of damage, it may be partially or fully retained, per the attached cost schedule.
3. If damage exceeds the deposit amount, the Customer must cover the full repair/replacement cost.

## **Article 7 – Obligations of the Parties**

### **Lessor's obligations:**

- a) Deliver the bicycle and equipment in good condition, at the agreed time and place;
- b) Provide technical assistance in case of malfunction, within the operational area;
- c) Comply with all terms of this agreement.

### **Customer's obligations:**

- a) Use the bicycle prudently, respecting traffic laws and safety rules;
- b) Do not allow third-party use unless specified in the agreement;
- c) Always lock the bicycle when not in use;
- d) Immediately report any damage, theft, or malfunction;
- e) Pay due amounts and any applicable fines or damage charges;
- f) Return the bicycle and equipment in the same condition, accounting for reasonable wear.

## **Article 8 – Liability for Damage, Loss, or Theft**

1. The Customer is liable for any damage, loss, or theft of the bicycle or provided equipment during the rental period.
2. In the event of theft, the Customer must immediately report to authorities (PSP or GNR) and provide a copy of the report to the Lessor.
3. Non-return will be considered unlawful retention, resulting in:
  - a) Forfeiture of the deposit;
  - b) Potential legal action;
  - c) A fixed compensation fee of €1,750.

4. Damages will be assessed according to the attached damage table, and the Customer agrees to pay the corresponding costs.

## **Article 9 – Malfunctions and Assistance**

1. In case of malfunction not attributable to the Customer, Nomad Motion must be contacted immediately.
2. If possible, a replacement bicycle will be provided or the rental rescheduled at no extra charge.
3. Any malfunction must also be reported upon return.
4. The Lessor may refuse a replacement if the malfunction results from misuse.

## **Article 10 – Return of the Bicycle**

1. The bicycle must be returned at the time and place agreed upon.
2. In the event of Customer absence, the following charges apply:
  - o a) €0 for first attempt within Porto metro area;
  - o b) €15 per additional or failed visit;
  - o c) Custom quote for areas outside Porto.
3. Return of damaged bicycles or missing equipment results in:
  - o a) Full or partial deposit retention;
  - o b) Invoicing of damages as per cost table.

## **Article 11 – Cancellations and Changes**

1. Reservations can be canceled or changed up to 24 hours in advance without charge.
2. Cancellations within 24 hours may incur up to 50% of the rental cost as a cancellation fee.
3. Last-minute changes (e.g., delivery time/place) depend on availability and may incur extra fees.

## **Article 12 – Guided Bike Tours**

1. **Booking and Payment:**
  - o a) Payment is due at booking by accepted methods (credit/debit card, MB Way, cash, or Multibanco reference).
  - o b) Tours are non-refundable, except when canceled by Nomad Motion due to extreme weather or technical issues.
2. **Participation and Conduct:**

- a) Participation is subject to guide approval and adherence to safety rules explained at the start.
  - b) Minimum recommended age is 14; minors must be accompanied by a responsible adult.
  - c) Helmet use is mandatory.
- 3. Changes and Cancellations:**
- a) Changes or cancellations up to 24 hours before are allowed and can be rescheduled based on availability.
  - b) Cancellations within 24 hours are non-refundable.
- 4. Liability:**
- a) Nomad Motion provides fully functional equipment;
  - b) Customers are responsible for behavior endangering self, group, or others;
  - c) Negligent damage is the Customer's responsibility as per damage table.

## **Article 13 – Personal Data Protection**

1. Nomad Motion collects personal data solely for:
  - a) Rental contract management and execution;
  - b) Invoice and receipt issuance;
  - c) Contact in case of changes, malfunction, or incident;
  - d) Legal compliance.
2. Data will not be shared, except with:
  - a) Legal or judicial authorities as required;
  - b) Service providers essential to contract execution (e.g., payment processors, technical support).
3. In compliance with the GDPR, Customers may:
  - a) Access, rectify, or delete their data;
  - b) Object or request processing limitations;
  - c) Request data portability.
4. Requests must be submitted in writing to: [nascenterent@gmail.com](mailto:nascenterent@gmail.com)

## **Article 14 – Governing Law and Jurisdiction**

1. This agreement is governed by Portuguese law.
2. For any disputes arising from this contract, the courts of the district of Porto have exclusive jurisdiction.

## **Article 15 – Final Provisions**

1. By signing this agreement, the Customer acknowledges having read, understood, and accepted all terms and conditions.
2. This agreement may be signed physically or digitally, with equal legal validity.

### Electric Bicycle - Components Price List

Component	Unit Price (EUR)
MTB Alloy Frame 29" with internal cable routing	EUR700
SR Suntour XCM HLO 100mm Fork	EUR70
Gear Shifters - Shimano Alivio	EUR35
Rear Derailleur - Shimano Alivio 9-speed	EUR70
Crankset - FSA 36T-170mm	EUR70
Cassette - Shimano CSHG201 9-speed (11-36T)	EUR40
Chain - Shimano HG53	EUR15
Front Brake - Shimano MT200 180mm	EUR40
Rear Brake - Shimano MT200 180mm	EUR40
Wheelset - BH Lite Mach1 Neuro	EUR100
Tires - Maxxis Forekaster TPI60 29x2.35	EUR70
Hubs - Shimano	EUR20
Spokes - Stainless Steel	EUR5
Saddle - Prologo Proxim W350 Stn	EUR70
Seat Clamp - Quick Release	EUR5
Seat Post - Alloy 31.6	EUR20
Handlebar - BH MTB Alloy Riser 780mm	EUR30
Headset - BH Ahead	EUR30
Tapered Head Tube	EUR30