

General Terms and Conditions of Rental

General Provisions

The renter/driver must present a valid driver's license, an identity card or passport with a current registered address, as well as a credit card upon delivery of the vehicle. Renters/drivers from non-EU countries (with the exception of Switzerland) must provide proof of their current address, if necessary by means of utility bills such as electricity bills, etc. The minimum age for every driver is 18 years (possession of a driver's license for at least 1 day). If you allow a person not listed in the rental agreement to operate the vehicle, this constitutes a violation of the terms and conditions, and you will be liable to the lessor for any damages caused by you and/or the unauthorized driver. The lessor may terminate the rental agreement without notice if there is an important reason that makes the continuation of the rental contract unreasonable. Important grounds include in particular false information provided by the renter regarding personal details or creditworthiness, as well as serious violations of contractual obligations. In the event of termination without notice, the rental motorcycle must be returned immediately, even before the end of the agreed rental period.

Cancellation or Change of Reservation

Cancellations or changes of reservation must be submitted in writing (fax, email, or postal mail).

Cancellation fees apply as follows:

3 weeks before the start of the rental: 25% of the rental price

2 weeks before the start of the rental: 35% of the rental price

1 week before the start of the rental: 50% of the rental price

Less than 1 week before the start of the rental: 100% of the rental price.

The lessor reserves the right to substitute the reserved motorcycle with another vehicle of the same price category should the reserved motorcycle become unavailable (e.g., due to accident, repair, etc.).

Obligations of the Lessor

The lessor shall deliver the motorcycle in roadworthy condition, inspected, and with all necessary operating

fluids, including a full fuel tank. Upon collection, the renter will receive the vehicle's documents and keys.

Obligations of the Renter

The renter is obliged to handle the motorcycle with care and to observe all regulations and technical requirements relevant to its use, as well as to ensure road safety. Oil levels, tire pressure, etc. must be checked regularly by the renter during the rental period. If, during the rental period and without fault of the renter, a repair becomes necessary to maintain the operation or road safety of the motorcycle, the renter may commission an authorized workshop of the vehicle manufacturer for repairs up to an amount of €50. Original receipts/invoices must be submitted to the lessor. If the expected repair costs exceed €50, the renter must obtain the lessor's consent before placing the order. Towing services may only be engaged after consultation with the lessor. The motorcycle may only be used in the manner contractually agreed. The renter is not permitted to participate in motorsport events. Trips abroad require the express consent of the lessor. The motorcycle must be carefully secured against theft by the renter.

Insurance Coverage

The motorcycle is covered by third-party liability insurance for personal injury, property damage, and financial loss up to a maximum of €50 million, but not more than €8 million per injured person. The renter is liable with a deductible of €2,000, which must be secured via reservation on the renter's credit card at the time of collection. Furthermore, by accepting these rental conditions, the renter agrees that the lessor may charge up to €2,000 from the credit card in the event of damage to the vehicle.

By paying an additional fee of €50 per day, the deductible can be reduced to €500.

Daily rate = €50 surcharge on the rental price

Weekend rate = €100 surcharge on the rental price

Saver week = €250 surcharge on the rental price

7 days = €350 surcharge on the rental price

Damages and Accidents

In the event of damage to the rental vehicle, the renter shall be liable for all actual repair costs incurred or determined by an expert report, as well as recovery, return transport, and expert assessment

costs, technical and commercial depreciation, and loss of rental income during the repair period or, in the case of total loss, during the replacement period. For each day of rental loss, a daily base rental fee must be reimbursed. If access to police investigation files is required to determine the renter's liability, claims for damages against the renter will be deferred until such access is granted. In the case of disproportionate tire wear due to improper use (e.g., burnouts), the renter shall be liable for damages.

Renters are obliged, in the event of an accident, fire, theft, damage caused by animals, or any other damage, to immediately notify both the police and the lessor. This also applies in the case of self-inflicted accidents without the involvement of third parties. The accident report must in particular include the names and addresses of the persons involved and any witnesses, as well as the license plate numbers of the vehicles involved, and must be submitted to the lessor without delay. In the event of theft of the vehicle, the renter is obliged to provide the lessor with a copy of the police report immediately, together with the vehicle keys and vehicle documents, unless these were also stolen.

If you discover a defect or damage that is not documented in the rental agreement, you are obliged to ensure that this is recorded in the rental agreement. The same applies to defects or damage to any rented accessories. This amendment must be signed by you and the House of Flames representative.

Costs for towing, return transport, and storage are not covered by the deductible and must be borne in full by the renter.

Return of the Vehicle

The renter is obliged to return the motorcycle to the lessor at the agreed time and to the lessor's address. If the return is delayed by more than one hour, the lessor must be notified, and an additional hourly or daily rental fee will be charged as compensation. Before returning the motorcycle, the fuel tank must be filled. In the case of excessive dirt, the lessor may charge cleaning costs. The lessor is not liable for items left behind in the vehicle. Return of the motorcycle outside business hours is not possible.

Prices, Fees, and Payment

The rental price includes the rental costs for the vehicle for the agreed rental period, including the free kilometers according to the selected tariff, vehicle taxes, liability insurance, and lubricants, but not fuel. The rental price must be paid in full upon collection of the vehicle. Fees such as additional kilometers or extensions are due upon return of the vehicle and payable immediately.

All major international credit cards and debit cards (EC cards) are accepted as means of payment, as well as cash. No refund will be granted in the event of non-collection, delayed collection, or early return of the vehicle.

The renter must comply with legal regulations, in particular road traffic laws. The renter is liable for fines and toll charges incurred through the use of the motorcycle, plus a one-time processing fee of €20 for handling. The fees including the processing fee will be charged to the renter's credit card on file. For calculating kilometers driven, only the vehicle's odometer is decisive. In the event of malfunction or damage to the odometer, the lessor must be notified immediately. If the notification is not made, not made immediately, or if intentional damage by the renter is proven, the lessor is entitled to charge a flat rate of 600 km per day. The resulting fees must be paid upon return of the vehicle.

Affixing stickers, adhesive tape, or similar items to the vehicle is prohibited. Exceptions apply only to vignettes/toll stickers that must be affixed in the windshield or fork area. In case of violation, we reserve the right to charge cleaning costs or, if necessary, the full replacement of the affected component.

Security Deposit

If you do not have your residence in Germany, an additional deposit of €100 will be charged on top of the rental price (e.g., to cover possible fines, highway fees, toll charges, etc.). The deposit will be refunded after a period of two years, provided that no fines or similar charges have been incurred during this time.