

# SEGWAY TERMS & CONDITIONS

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**THE LESSOR:** Chania Segway Tours, with registered office in Chania, 25, Crysanthou Episkopou street with tax number 113152651

**THE LESSEE :** THE GUEST/ CLIENT

- **DELIVERY:** The Vehicle is leased out to the Lessee for the time mentioned in this contract, beginning from the signing of this contract and the delivery of the Vehicle to the Lessee, which takes place at the Lessor's registered office unless stated otherwise. It is considered that the Vehicle is delivered to the Lessee's possession right after the signing of the contract unless stated otherwise, therefore the Lessee is responsible for the Vehicle and any side-effects of its use, from the moment of the hand-over of the Vehicle to him, indicated in the contract. The Vehicle shall be delivered in good working condition with charged battery, safe for operation. Complaints on the part of the Lessee must be reported to the Lessor upon delivery, prior to the commencement of the rental relationship, therefore, the Lessee is required to test the vehicle and check its condition in advance, notifying the lessor of any defects, faults, failures or malfunctions, both of bodywork and mechanics. Both at check-out and check-in the Lessor will, **together with the Lessee, record in the rental agreement all visible light damage to the Vehicle in compliance with the detailed list of light damages and repair costs which the Lessee declares to have acknowledged.**

- **CHARGES AND METHODS OF PAYMENT:** The prices indicated in the Price List in effect at the time of the rental shall apply. Upon rental, a payment (cash or credit card) must be made. The payment is accepted by the Lessor and the Lessee authorizes the Lessor to retain this amount. If the guide concludes that a guest's behavior is abusive, threatening, insulting and doesn't follow the safety instructions, the Lessor reserves the right to refuse further participation, or cancel the whole group's activity, with no refund .

- **LESSEE'S LIABILITY:** From when the Vehicle is put into the road and until the return of such, the Lessee assumes the obligation to guard it with due care to preserve it and use it with the utmost diligence, in full observance of traffic rules and customs, **under no influence of alcohol, drugs, narcotics, pharmaceuticals, or any other substance that alters either consciousness or reactionary ability.** The Lessor retains however the right not to allow the Lessee go on a tour, even if the rental contract has been signed, if in his opinion the Lessee seems to be under the influence of such substances, or generally his state of health does not allow using the Vehicle properly and safely. The Lessee is obligated to respect and follow the safety instructions of the guide .The lessor keeps the right to cancel a participation of one person or the group's tour, if necessary.

- **REPLACEMENT/ABANDONMENT/THEFT:** In case of failure occurring and/or malfunctioning of the Vehicle not attributable to the Lessee, such as to preclude the continuation of the rental, the lessor will, if possible, immediately replace the vehicle. The Lessee is obliged to immediately report any inconvenience incurred to the lessor, and to await instructions from the same before taking any initiative. **The abandonment of the Vehicle will result in all amounts, direct and indirect, necessary to recover thereof, being charged to the Lessee. The Lessee is informed that the market price of the Vehicle SEGWAY I2 MODEL amounts to four thousand (5.000) euros, and that he will fully refund the Lessor if during his use, the Vehicle is stolen or damaged beyond repair.**

- **DAMAGE TO THE VEHICLE:** The Lessee is liable for any damage caused to the Vehicle or parts and/or accessories thereof. No employee or agent of the Lessor is entitled to verbally grant any exemption from liability. In all cases, such an exemption from liability must be in writing. **The Lessee herein expressly authorizes the Lessor to cover damages, losses, expenses incurred debiting to the Lessee the corresponding amount or a relative penalty on the sum above.** In the event of total loss Lessee's liability shall not exceed the replacement cost of the Vehicle, provided that the damages were incurred due to

fault on the part of the Lessee. In addition, the Lessee shall be required to pay to the Lessor any consequential damages incurred, including, in particular, a reduction in value and any lost rental income.

- **LESSOR'S LIABILITY:** The Lessor shall not be liable in any way to the Lessee or third party with respect to accidents or damages that occur during the rental period. Similarly, the Lessor shall not be liable for damages that may arise as the result of defects in the Vehicle provided that these damages were not caused by deliberate intent or willful negligence on the part of the Lessor.

- **TRAINING:** Before delivering the Vehicle to the Lessee, the Lessor is obliged to carry out a thorough briefing on the use of this special type of Vehicle. Security facilities are handed over to the Lessee along with the Vehicle with no additional fee. The Lessee agrees to have observed both the briefing and the technical performance, promises to use all security facilities and comply with the traffic rules. An extra training can be provided by the Lessor as an integral part of this contract. The Lessee undertakes the training or proves to have done it in the past, before using the rented vehicle. Any initiative outside of this is attributed entirely to the Lessee. The Lessee declares to have participated in the course of the Vehicle and therefore is informed of the risks of use.

- **INSURANCE:** The Lessor covers the Lessee by **insurance** for damages caused to **third parties** and **a Segway accident that caused injuries** from 300€ till the amount of 100.000€

- **APPLICABLE LAW:** This Agreement shall be governed by Greek Law. In accordance with the effects of the Greek legislation the Lessee declares that he has read and specifically approved the above waiving his right for breach of the present rental contract for any reason.

#### **Guests are responsible for:**

Choosing a tour that corresponds to their abilities, fitness level and state of health; arriving on time for practice before the start of the tour; arriving at the point of departure with clothing and gear suitable to the time of year; respecting the laws and customs of Greece; following environmental guidelines and regulations while on the tour, in accordance with the tour leader's instructions; respecting the rights and privacy of other tour participants.

It is the Guest's responsibility to make themselves aware of the content and level of difficulty of the tour prior to the tour start. Guests traveling with children are responsible for choosing a tour that corresponds to their child's abilities and interests. During the tour the adult guest is responsible for the children he/she is traveling with at all times.

#### **Reservations and payments:**

Reservations can be made by filling in our online reservation form, or directly at our office.

The reservation is considered to be complete and confirmed upon full payment.

- **From May till end of October available Tours from Monday till Saturday.**

The office is closed from November till the end of April-Private tours may be scheduled upon advanced email request.

- Children under 16y.o. 10% discount.
- There is no age limits on our tours, but there are weight restrictions. Every participant should be over 35kg (77,17lbs) till maximum 110kg (242,5 pounds) and at least 1.40cm (55inch ) height.
- Special offers & discounts are not applicable to private tours

#### **Cancellation Policy**

If you cancel at least 8 calendar days in advance of the scheduled tour date, there is no cancellation fee.

If you cancel between 4-7 calendar days in advance of the scheduled tour date you will be charged 50% cancellation fee.

If you cancel within 3 calendar days of the scheduled tour's date you will be charged 100% cancellation fee.

Payment will not be refunded for any other reason (I.E. Weather, change of travel plans, illness, missed bus, late arrivals)

Our staff has the right to decline a person's participation to the tour for safety reasons, without any obligation of a refund.

#### **Rain Policy**

The tour goes on the rain or shine. In case of heavy rain, we might wait a while to stop and to continue later or you can reschedule the tour another day and time, subject to availability. Another alternative given is a voucher valid for a year. No refund is applicable.