

Terms and conditions for renting a golf vehicle from Schloss Pichlarn GmbH



I. Rental item

The rental object is an electric golf vehicle owned by Schloss Pichlarn GmbH as the lessor. The rental price is based on the prices published on the website www.golfpichlarn.at. It is not permitted to pass the rental item to other persons. The rental object is made available to the renter in a technically perfect condition with a charged battery. Before putting the golf vehicle into operation, the renter has to check the functionality according to the operating instructions attached to the vehicle, in particular the functionality of the brakes. If the renter is inexperienced in the use of such a golf vehicle, he has to be instructed in the operation of the by an employee from the lesser office. The renter is liable for any damage to the vehicle. Before handing over the vehicle, the lessee will examine it for any previous damage, which must be brought to the attention of the lessor immediately before putting into service. If the tenant does not report existing previous damage, he loses the right to raise this objection against lessor.

II. Rental Period

The rental is for the duration of an 18-hole round of golf at normal game pace, with a maximum rental period of five and a half hours. If time is exceeded, the lessor is free to demand an additional rental price for an 18-hole round of golf from the tenant. If, through no fault of the tenant, a defect precludes the proper use of the rental object during the contract period, the rental period is extended by the duration of the shutdown. The tenant is required to provide evidence for time exceeded through no fault of his own.

III. Use of the rental property

No changes may be made to the golf vehicle. If, through no fault of the tenant, a defect precludes the proper use of the rental object during the contract period, the rental period is extended by the duration of the shutdown. The tenant immediately has to notify the lessor of the defect. People who would be entitled to drive motorcycles in public areas according to the provisions of the Austrian road traffic regulations (i.e. they have reached the age of 16) may only rent the golf vehicle. On request, the lessor must be shown an official photo ID showing the date of birth. The golf vehicle is approved for a maximum of two adults and two golf bags. Any further loading is prohibited in principle. Two children up to the age of 12 are to be accompanied with an adult, whereby it is expressly pointed out that the rental vehicles are designed exclusively for adults and that no special child protection devices (belts, child seats, etc.) are available. The adult responsible for the custody of the accompanying children is therefore solely liable for any damage resulting from the transport of children and, by signing this contract, waives any claim for compensation for themselves and the accompanying children or undertakes, in the event of the ineffectiveness of such a waiver to hold the lessor harmless and harmless in such cases. Only the designated paths may be used with the golf vehicle. It is essential to follow the signs. The road traffic regulations (StVO) apply in this regard. Routes on public paths and roads in the course of the use of the golf course must be driven on, without hindering public transport, in accordance with the StVO, using the shortest possible route. Driving on tees, pre-greens and greens is prohibited. In particular on the steep terrain of the golf course, you may only drive on the paths provided for this purpose. Players with golf vehicles do not have automatic play through rights. Other flights must not be hindered or impaired in their game. Violations of the obligations listed in this contract give rise to an extraordinary right of termination

by the lessor, after exercising this right of termination, this leads to an immediate withdrawal of the golf vehicle without even a partial refund of the rent paid in advance. The lessor expressly reserves the right to make any claims for damages.

IV. Liability and risk

When the rental object is handed over to the lessee, the lessee also bears the risk of damage and destruction of the golf vehicle if this is due to chance, force majeure, vandalism or loss. The risk transfers again to the lessor as soon as he has taken back the golf vehicle without objection. The tenant has to report immediately to the lessor any damage that has already occurred or is imminent. The tenant assigns claims for damages by the tenant against third parties, insofar as they concern the rental object, to the lessor upon signing this contract. If the tenant has compensated the lessor for damage in accordance with the provisions of this contract, such compensation claims are to be assigned by the lessor to the tenant with a separate declaration. The renter confirms that he has a valid liability insurance relationship with sufficient coverage to cover any damage caused in connection with the use of the golf vehicle.

www.golfpichlarn.at