

General Terms & Conditions Bike Mobile

Definitions

In these General Terms and Conditions, the following definitions apply:

Pam Handelsonderneming. Located at Veldhof 15 in Aerdenhout, registered under the name Bike Mobile;

Renter: any natural person or legal entity that has a rental agreement with Bike Mobile;

Rental Agreement: the agreement between Bike Mobile and the Renter under which Bike Mobile rents out bicycles and accessories to the Renter;

Scope of application this Terms & Conditions

These General Terms and Conditions apply to all current and future offers and other agreements between Bike Mobile and the Renter.

Agreements deviating from these terms and conditions will only apply if agreed in writing.

Establishment of the Rental Agreement

1. A Rental Agreement is only established after the Renter has received the bicycles and/or accessories.

2. The Renter is fully liable to Bike Mobile for the fulfilment of his/her obligations under the Rental Agreement, also in the case of bicycles and/or accessories used by third parties.

Start and termination of the Rental Agreement

1. The Rental Agreement starts at the time of receiving the bicycles and/or accessories, and is entered for the duration specified in the Rental Agreement.

2. The Renter is aware that the bicycles and/or accessories, which shall at all times remain the property of Bike Mobile, should be returned at the agreed time and location stated in the Rental Agreement, or at other location as agreed in writing.

3. Extension of the duration of the Rental Agreement can take place only after consultation and permission of Bike Mobile.

4. The Renter is allowed to return the bicycles and/or accessories at the rental location within 15 minutes after the start of the Rental Agreement by any defects on the bicycles and/or accessories which prevent the normal use.

The Rental Agreement is then terminated and the Renter is entitled for a refund of the rental price.

5. Any premature return of the bicycles and/or accessories at the rental location, other than as referred in the previous paragraph, will result in the termination of the Rental Agreement. The Renter is not entitled for any reduction or refund of (part of) the rental price.

Usage

1. The Renter shall conduct a simple inspection when receive the bicycles and accessories and will report any defects to rental location.

If no such notification is made, the Renter has agreed to have received the bicycles and accessories in good condition.

2. The Renter is obliged to follow the applicable traffic rules, uses the bicycles and accessories correctly and is responsible for a good care of the bicycles and accessories.

The Renter returns the bicycles and accessories clean and in the same condition as they were received.

3. The Renter uses the bicycles and accessories only on paved roads and paths.

Bicycles and accessories may under no circumstances be used in dunes or on the beach.

4. The Renter may not transport any person other than the rider on the bicycles, except the person using the accessories provided for this purpose.

5. The Renter must take all possible precautions against damage, loss and/or theft of the bicycles and accessories.

During stabling, the Renter always locks the bicycles and accessories with the provided lock(s).

When stabling the bicycles, the Renter must remove and carry all loose and theft-sensitive accessories.

6. The Renter makes no changes to the bicycles and accessories.

Rental price, payment and costs

1. The Renter is obliged to pay the rental price, as stated on the Rental Agreement, prior to the use of the bicycles and accessories.

2. If the Renter has not returned the bicycles and accessories by the previously agreed end date,

the Renter is obliged to pay Bike Mobile the replacement value per rented bicycle within three days.

As long as this amount has not been paid, the Renter shall remain liable for rental price and penalties.

If the Renter returns the bicycles and accessories at any time within three months of the agreed end date,

the aforementioned amount will be deducted from the amount that the Renter owes Bike Mobile.

Payment of the aforementioned amount does not transfer ownership of the bicycles and accessories to the Renter;

Bike Mobile remains the owner of the bicycles and accessories at all times.

3. The Renter can cancel free of charge 48 hours before the start of the rental period, after which the Renter is obliged to pay the full agreed rent.

4. Cancellation when renting 10 bicycles or more. The Renter can cancel free of charge 10 working days before the start of the rental period, if the Renter cancels the order within 10 days before the start of the rental period, compensation is due that corresponds to the costs incurred, but which can never be less than 50% of the total amount. If the Renter cancels the order 1 day before or on the day of the start of the rental period, the renter is obliged to pay the full agreed rent.

There are no cancellations or refunds after the rental has taken place.

Liability for damage, loss and/or theft

1. Bike Mobile is not liable for any damages, direct or indirect and of any kind, to the Renter or third parties, regardless of the way in which it happens and caused by any persons.

2. The Renter must immediately report any damage, loss or theft of the bicycles and accessories, the bicycle key or the battery to the employee of the rental location and/or to Bike Mobile.

3. The Renter is liable to Bike Mobile for all damage caused to the bicycles and accessories during the rental period by anyone and in any way whatsoever.

The Renter is also liable to Bike Mobile for damage caused by any loss and/or theft of the bicycles and accessories.

In such cases, the Renter is obliged to fully compensate Bike Mobile for any damage suffered by Bike Mobile,

including the actual costs of any repairs to and/or replacement of the bicycles and their accessories, as well as loss of rent.

The Renter is liable up to the amount of € 75.00 if the Renter makes use of the theft cover as indicated on the rental form, and has locked the bicycles and accessories with the locks provided, has presented the key(s) together with the police report to Bike Mobile or to the rental location.

4. The Renter must pay any compensation on the agreed final date on which the bicycles and accessories must be returned to the rental location.

Bike Mobile reserves the right to do an additional levy make if the compensation is not sufficient.

5. Except in the situation described in the following paragraph of this article, the Renter is not permitted to (or let other to) repair the bicycles and accessories, without the permission of Bike Mobile.

6. The Renter is allowed, at his own expense and risk, to repair or replace flat tires, lights and batteries of the bicycle lights, without the need for permission of Bike Mobile. Bike Mobile is not obliged to reimburse these costs.

Interim termination of the agreement

In addition to the cases regulated by law, Bike Mobile may at any time (partially) dissolve, terminate or cancel the Rental Agreement in the event of any suspicion or actual violation of the provisions of the Rental Agreement and these General Terms and Conditions.

In this case, Bike Mobile can demand the immediate return of the bicycles and/or accessories and can take back the bicycles and/or accessories at any time and location, without being obliged to pay any compensation or indemnity to the Renter.

Obligations of Bike Mobile

1. Bike Mobile provides the Renter with bicycles and accessories that are in a good and safe condition comply with legal requirements and are equipped with the necessary means for the Renter to protect the bicycles and accessories against theft.

2. If Bike Mobile uses a third party for the rental of the bicycles and accessories, this third party is obliged to fulfil Bike Mobile's obligations under the Rental Agreement.

Applicable law

1. All offers, contracts and other agreements of Bike Mobile as well as these General Terms and conditions are governed exclusively by Dutch law.

2. Any disputes that ensue from or that are related to a legal relationship that is governed by these General Terms and Conditions will be resolved in the first instance exclusively by Court of Haarlem.