

**Art. 1. Definitions** This 'Rental Agreement' is composed for the Rental of Bicycle(s) from Black-Bikes.com by Het Zwarte Fietsenplan (the 'Lessor') to individuals or commercial enterprises, such as Hotels (= 'Lessee').

## **Art. 2. Rental fee**

The rental fee (the 'Rent') is defined in accordance with Lessor's current price list (the 'Price List') at the moment of entering into the rental agreement. The Price List is deposited and available for inspection by Lessee at the branch offices of the Lessor (<http://www.black-bikes.nl/terms>)

## **Art. 3. Payment**

1. A pre-agreed amount on the Rental Agreement will be reserved on the Credit Card per bike as a deposit.

Unless both parties have agreed upon another method of deposit. The deposit will then be made in cash (no bank cards).

1. To insure proper payment a scan of the Credit Card and a valid ID will be made by the Lessor.
2. The Rent and associated charges as shown on the invoice are to be paid by Credit Card at the branch offices, unless parties have agreed in writing differently.

If payment by Credit Card is not possible, payment will be made in cash in the shop of Het Zwarte Fietsenplan/Black Bikes. The receipt, or in some cases Hotel Voucher, will apply as payment.

1. If and when payments are not made in cash, Lessor reserves the right to increase the amounts of outstanding payments with an interest of five percent (5%) on a monthly basis. This increase is considered to be a condition under which an extension of payment is granted, notwithstanding the continued obligation of Lessee to make payments in cash. The Increase becomes effective one month after the invoice date during which Lessor reserves the right to, when Lessee after summons fails to comply, increase the total outstanding amount with collection, damage claims and litigation fees, including but not limited to fees for (outside) counsel and incurred non-judicial costs.
2. The contractually agreed guarantee is used to cover payment of all that is indebted under the rental agreement by Lessee to Lessor, notwithstanding the obligation of Lessee to pay the remainder, should there be, in cash and notwithstanding the right of Lessor to claim damages in full.
3. Lessor waives all liabilities, claims and damages caused by the inability of Lessee to use or make use of the rented bicycle(s).
4. In any such cases (recital 'd.' above) the obligation of Lessee to pay the Rent and other associated charges as specified on the invoice in full remains unchanged, unless,

in connection with the Rent, Lessee demonstrates beyond doubt that the inability to use or make use of the rented bicycle(s) is caused by a defect which was already present at the start of the Hire Period.

#### **Art. 4. Hire period**

1. The hire period is the period between the start of the hire and the return of the equipment as specified in the rental agreement (the 'Hire Period').
2. Extension of the Hire Period takes place only with permission of Lessor and against the (extension) fees as specified under recital 1 above.
3. Early return of the bicycle(s) terminates the rental agreement and does not imply any rights on a discount on the contractual or extended Hire Period Rent.
4. The Bicycle(s) has (have) to be returned no later than at the date of return which is mentioned in the rental agreement.
5. If and when the Hire Period or the agreed extension of the Hire Period expires without the bicycle(s) being returned at the branch offices of Lessor, the Hire Period is considered to continue until the bicycle(s) is (are) returned by Lessee or collected by Lessor, against the fees specified under recital 1 above. Extensions of the hire period have to be paid up front at one of the Black Bikes rental desks.
6. Notwithstanding the conditions of the recital 3.e. above, in such a case, Lessor is authorised to non-judicially terminate the rental agreement and without delay claim back the bicycle(s) or recover the bicycle(s) from whomever and regardless where it is (they are). This authority is also granted to Lessor when Lessee breaches certain clauses in or conditions under the rental agreement.

#### **Art. 5. Use**

1. The bicycle(s) may only be used in a normal and appropriate manner by the person(s) mentioned in the rental agreement. The bicycle(s) must be returned at the branch offices clean, complete and in the same condition in which Lessee received it (them).
2. Lessee must handle the bicycle(s) with care and in an appropriate fashion. Furthermore, Lessee is obliged to take all necessary steps and precautions to prevent the bicycle(s) against loss and from being damaged or stolen.
3. The bicycle(s) may not be used on beaches and in the dune area insofar no metalled or paved roads are available for usage.
4. The regular bicycle(s) may only be used by one person at the time, with the exception of an infant who be seated in a Black Bikes childseat. The cargo bike box may only be used for seating children.

#### **Art. 6. Damages, loss and theft**

1. Lessee is liable for damages to and theft and loss of the bicycle(s) or parts belonging to the bicycle and accompanying equipment including but not limited to chains, locks

and keys, up to an amount to be established by Lessor in accordance with generic regulations.

2. The insurance will only cover the price of the bicycle(s). When both keys can be presented there will only be a deductible of € 100 for a regular bicycle and € 500 for a cargo bike, tandem & E-bike. Chainlock(s) (value € 70 with a regular bike / € 89 with a cargo bike, tandem or e-bike) are never insured. The deductible of an E-cargo bike is € 950 and € 89 for the chainlock.
3. In case both keys cannot be presented, Lessee shall pay Lessor an amount equal to the replacement value of the bicycle(s), including the outstanding Rent and increased with extension fees until Lessor shall have received the replacement value. The charge for a regular bicycle is € 450 and € 1619 for a special bicycle (cargo bike, tandem) / € 2750 for a E-bike & € 3990 for a E-cargo bike. Plus € 70 (regular bike) or € 89 (cargo bike, tandem or E-bike) for the chainlock. In case of sequestration with the bicycle(s) returned to Lessor, Lessor shall reimburse Lessee the thus paid compensation reduced by an amount equal to the remaining Rent/extension fees of the bicycle(s).
4. The bicycle(s) is (are) not insured against liability and damages. Insurance against damages is offered as an extra agreement per bicycle on each Rental Agreement.
5. If Lessee cannot or will not reimburse Lessor, Lessor will hand over the case to a global international collection agency. This third party will internationally collect the amounts due for Lessor. All cost inflicted by this third party will be recounted on the Lessee with a minimum of € 750 per bicycle on top of the price of replacing the bicycle, it's chainlock and any outstanding charges.
6. The insurance does not cover loss of keys. The charge for lost keys is € 37,50.

#### **Art. 7. Costs during the Hire Period**

All charges, rates and taxes in connection with the bicycle(s) are at the expense of the Lessee. Alike, all costs relating to the use of the bicycle(s) are at the expense of the Lessee, including but not limited to storage, maintenance and repair.

#### **Art. 8. Personal data**

Personal data of the Lessee which is mentioned in the rental agreement will be processed by Lessor in accordance with the Dutch Data Privacy Act (Wet Bescherming Persoonsgegevens). This process allows Lessor to execute and deliver the agreement, render optimal services, and timely provide Lessee with product information and a personal offer. Objections by Lessee to processing personal data for the purpose of direct mailing will be sustained by Lessor.

#### **Art. 9. Liability**

1. Liability of Lessor is excluded for any and all damage, direct or indirect, caused by unlawful, improper or unskilled use of the bicycle(s) by Lessee.

2. Notwithstanding any further provision in the rental agreement and except for wilful misconduct and/or gross negligence by Lessor, liability of Lessor is excluded for any and all damages howsoever occurred;

(i) as a direct or indirect consequence of any hidden defect to the equipment, without consideration to its cause;

(ii) as a direct or indirect consequence of theft, loss, damage, sequestration or seizure of the bicycle(s).

**Art. 10. Identity of Company**

(Chamber Of Commerce) KvK Amsterdam: 50.11.75.80

(VAT) BTW nr: NL 82.25.60.264.B01

IBAN nummer: NL13INGB0652635768

**Art. 11. Jurisdiction**

a. These Terms and Conditions are governed by the laws of The Netherlands.

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