

## **Definition of terms**

Bicycle: the (e-)bike and/or any other item that is comprised by the contract

Customer: the natural person or legal entity purchasing the bike rental and/or bike tour service from Bike Limburg

Bike Limburg: AR Schinnen BV, the company offering the bike rental and bike tour services according to these terms and conditions

Rider: the person actually riding the bicycle

Written: in writing or electronically

### **Article 1: applicability**

These general terms and conditions apply to all contracts between Bike Limburg and customers for bike tours and/or bike rental, including accessories like helmets and child seats.

### **Article 2: offer and agreement**

1. According to the wishes of the customer, Bike Limburg makes a written or oral offer. The offer contains (where applicable) the name of the service (bike rental or bike tour), rental period, and price. Furthermore, it states the opening hours and telephone number of the company, the manner of payment, and the type of deposit.
2. The contract is established when the customer accepts an offer from Bike Limburg.
3. Bike Limburg will retain ownership of rented bikes and accessories at all times.

### **Article 3: price and duration**

1. The customer is not allowed to return a rented bicycle after the date and time stated in the contract. Bikes must be returned to the same branch and during the business hours of Bike Limburg (low season: 9.00am-18.00pm, high season 09:00am-21.00pm, always 7 days a week, for more information please check on [www.bikelimburg.com](http://www.bikelimburg.com)).
2. One day is considered to be 24 hours.
3. Bike Limburg is not obliged to give any refund for rented bikes that are returned before the end of the contractual period.
4. For each hour that the rental period is exceeded Bike Limburg is entitled to charge customers 20% of the daily rental price on top of the actual rental price. For each following day, a maximum of 150% of the rental price can be charged.
5. If the bicycle is not returned on time, BikeLimburg is entitled to take back the bicycle immediately.

#### **Article 4: cancellations**

1. When customer cancels a bike rental or bike tour:
  - a. Up until 7 days before the tour or start of the bike rental, 100% of the price will be refunded in the form of a coupon.
  - b. Between 7 and 4 day(s) in advance, 50% of the price will be refunded in the form of a coupon.
  - c. 4 days or less in advance, 100% of the price will be charged.
2. Regarding cancellations, 9am (local Amsterdam time) on the day of the tour or start of the bike rental will be taken as the countdown moment. For example, a cancellation on the 1st of the month at 9.05am for a bike rental on the 7th will be charged 100%; a cancellation at 8.55am on the 1st will be charged 50%, the remaining 50% will be refunded as a coupon.
3. Cancellations outside of business hours ((low season: 9.00am-18.00pm, high season 09:00am-20.00pm, always 7 days a week, for more information please check on [www.bikelimburg.com](http://www.bikelimburg.com)) can only be made via e-mail ([info@bikelimburg.com](mailto:info@bikelimburg.com)).

#### **Article 5: payment and deposit**

1. Payment for both the bike rental and the bike tours need to be done in advance.
2. A deposit is needed for each bike (except for bikes used on the tour). The deposit consists of:
  - a. A photocopy of a valid ID and €50 (to be paid in cash or with a debit/credit card) OR;
  - b. A photocopy of a valid ID and a photocopy of a valid credit card.
3. The deposit will be paid back in cash as soon as the bicycle is returned. In the event of damage for Bike Limburg, the amount charged for the damage will be subtracted from the deposit or, in case of a photocopy of a credit card, will be charged to the credit card.

#### **Article 6: obligations for the customer**

1. Customer must treat the bicycle well and in accordance with its actual purpose.
2. Customer must return the bicycle to Bike Limburg in its original condition. Any changes or additions by or on behalf of the customer must be undone.
3. By renting a bicycle or joining a bicycle tour, the customer declares to be:
  - a. In good physical condition, i.e. not suffering from any medical diseases or complaints that influence their riding ability.
  - b. Able to properly ride a bicycle.

4. Bike Limburg reserves the right to judge the capacities and abilities of a customer or rider prior to the use of a bicycle.
5. Both for bike rental and bike tours, the customer must obey all traffic laws and instructions from Bike Limburg staff.
6. The customer/rider must behave as a good renter/rider, which means he:
  - a. Is not permitted to sublet or sublease the bicycle.
  - b. Is not permitted to give the bicycle to a person other than the rider.
  - c. Is not permitted to take the bicycle outside of The Netherlands.
  - d. Is not permitted to ride on a city bike with more than 2 persons or on a tandem bike with more than 3 persons.
  - e. Must ensure that the person who is contractually indicated as the rider is legally permitted, and physically and mentally fit enough to ride a bicycle.
  - f. Must secure loads on the bicycle with due care.
  - g. Is not permitted to continue using the bicycle if it's damaged, when its use can lead to aggravation of the damage or affects traffic safety.

#### **Article 7: additional instructions for the customer**

1. The customer must return the bicycle in a clean condition. Cleaning costs with a minimum of €10 may be charged.
2. Customers must bring a copy of the contract with them upon returning the bike.
3. Each bike is equipped with two locks. Customers must never leave the bicycle unattended unless properly locked. Bike Limburg staff will demonstrate correct use of the locks.
4. At the start of the rental or tour, the customer needs to check the bicycle and report any possible defects to Bike Limburg staff. When the defect(s) cannot be repaired instantly, the customer is permitted to have a replacement bike. As soon as the customer leaves the A-Bike shop, he accepts the condition of the bicycle.
5. In case any problems with the bicycle occur in Amsterdam, the customer needs to visit Bike Limburg (Hoeverteldweg 7, 6365CZ Schinnen). Bike Limburg does not reimburse any repairs performed by other companies. When the damage occurs outside of Beekdaelen, Bike Limburg will only reimburse repairs performed by another company if:
  - a. The damage, kind of repair, and costs of the repair are discussed with, and approved by, Bike Limburg by telephone ([+31682764606](tel:+31682764606)) AND;
  - b. The customer bought the assurance service as stated in article 10.

6. In the event of injury to the customer and/or damage or loss of the bicycle, the customer is obligated to:

- a. Inform Bike Limburg as soon as possible (by visiting the shop or by telephone: [+31682764606](tel:+31682764606)).
- b. Follow instructions from Bike Limburg.
- c. Provide all (requested) information and documents that relate to the event that caused the injury/damage.
- d. Not leave the bicycle behind without properly securing it.
- e. Report the event to the local police.
- f. Submit a fully completed and signed claim form to Bike Limburg as soon as possible.

#### **Article 8: obligations for Bike Limburg**

1. Both for bike rental and bike tours, Bike Limburg provides a bicycle with the statutory and agreed features and accessories, which is clean, well maintained and in a technically good condition.
2. In case of damage to the bicycle prior to the rental, Bike Limburg will make a report of the damage in the presence of the customer.
3. Bike Limburg will inspect the bicycle for any damage immediately after it is returned.

#### **Article 9: customer's liability for damage**

1. The customer is liable for any damage to Bike Limburg related to the bike rental or bike tour unless the damage is caused by a violation of the obligations stated in article 8.
2. The customer is liable for actions and omissions of the rider(s) and other users of the bicycle(s) comprised by the contract, even if they didn't have the customer's permission to use the bike.
3. The customer must respect all rules and regulations. The customer uses the bicycle on his own responsibility. If customer infringes any Dutch rules or regulations, Bike Limburg can by no means held liable.
4. In the event of loss, theft, or damage of the bicycle, Bike Limburg is entitled to charge a (maximum) compensation of: €2500 for a Gazelle HMB7+, €3500 for Gazelle Ultimate.

For damaged parts of an e-bike and tandem; saddle €45, lock €65, lights set €85, chain case €25, fork €350, luggage rack €185, bell €35, key for lock €45, gear changer €125, basket €65, stand €65, mudguard €65, entire back wheel €200, entire front wheel €150, tire damaged by skidding €35, gear system €250, e-bike battery €700, e-bike charger €350, and wheel with electrical engine €450.

Accessories; helmet €45, cable lock €65, ring lock €85.

Prices for parts that are not mentioned are determined by the Bike Limburg staff. The hourly rate for repairs is €58.

#### **Article 11: dissolution of the contract**

1. Bike Limburg is entitled to terminate the contract and seize the bicycle if:
  - a. The customer does not obey one or more of his obligations, unless the omission does not justify dissolution.
  - b. The customer dies, is put under guardianship, applies for moratorium, is declared bankrupt, or is in a legal debt management regime.
2. If Bike Limburg is entitled to seize the bicycle(s), customer must offer full cooperation.
3. If the customer dies prior to the hire period, the contract is automatically dissolved.
4. Bike Limburg is not liable for any damage caused by dissolution of the contract.

#### **Article 12: personal data**

Personal data of the customer will be processed by Bike Limburg according to the Dutch Data Protection Act ('Wet Bescherming Persoonsgegevens'). By processing these data Bike Limburg can carry out the contract, provide customer and/or rider with the best service and make personalized offers. The customer can request inspection or correction of his personal data and file objections. Objections by the customer regarding the processing of data for direct mailing will be honoured at all times.

#### **Article 13: applicable law**

The contract is governed by Dutch law.

Bike Limburg, AR Schinnen BV

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