

# EasyFiets Terms and conditions

EasyFiets VOF, a general partnership under the laws of the Netherlands, having its business address at Hoge Rijndijk 94S, 2313 KL Leiden, registered with the trade register of the Dutch Chamber of Commerce under number 63239620, in this case represented by K.K. Richmond & R.G. Zuijderwijk, hereafter referred to as “EasyFiets”,

and

Customer of EasyFiets, herein after referred to as “Lessee”.

## 1. Conditions

- 1.1 *Lessee* should be in the possession of a Dutch bank account or pay *EasyFiets* all payments due in advance upon receiving the bicycle.
- 1.2 All mentioned amounts are including VAT (in Dutch: BTW).

## 2. Relevance

- 2.1 These terms and conditions apply to all non-business customers of EasyFiets.

## 3. Leasing form

- 3.1 *EasyFiets* uses operational lease. This means that *Lessee* can use a bicycle of *EasyFiets* by paying an agreed upon amount of money. The bicycle remains property of *EasyFiets* at all times. Renting out or reselling the bike is not allowed.

## 4. Payment

- 4.1 *Lessee* pays the monthly fee in advance so he/she can quit leasing at any moment without worrying about an open account. If *Lessee* is in the possession of a bicycle on the first day of the month, *Lessee* is required to pay the monthly fee for that month.
- 4.2 Monthly fees are paid for through automatic collection by Payment Service Provider Mollie. It is *Lessee's* own responsibility to pay the owed amount in due time.
- 4.3 If the monthly payment is not paid within 14 days after the start of the month, *EasyFiets* reserves the right to impound the bicycle.
- 4.4 The bank account number of EasyFiets is NL05RABO0305540459 tnv EasyFiets.

## 5. The bicycle

- 5.1 *EasyFiets* strives to deliver bicycles to *Lessee* as complete as possible. Bicycles will, apart from the essentials, have at least the following:
  - Front and backlights
  - Bell
  - AXA lock
  - Kickstand*Lessee* is allowed to test drive the bicycle before agreeing to the rent.

## 6. Using the bicycle

- 6.1 Switching bikes - *Lessee* can switch his/her bicycle at any time for free at *EasyFiets*.
- 6.2 Bike repairs - *Lessee* can get his/her bicycle repaired for free at any time at *EasyFiets*. If the bike is declared a total loss, *EasyFiets* will provide *Lessee* with a replacement bicycle.
- 6.3 Bicycle stolen - If the bicycle is stolen *Lessee* loses his/her deposit. If *Lessee* wishes to continue leasing a bicycle from *EasyFiets*, *Lessee* has to repay the lost deposit. Additionally, after every lost bicycle the amount of deposit due is raised with € 9,-.
- 6.4 Bicycle total loss - If *EasyFiets* suspects that the damage to the bicycle is the result of reckless driving behaviour of *Lessee*, *EasyFiets* reserves the right to hold in the paid deposit.
- 6.4 Quitting - *Lessee* can stop leasing at any time. *Lessee* is required to hand in both the bicycle and the keys at the same time. *Lessee* will not be reimbursed for paid rents.

- 6.5 Keys - *EasyFiets* will possess a spare key at all times. *Lessee* is not allowed to copy their key(s). If *Lessee* loses his or her key, *EasyFiets* will provide a new one at the cost of € 9,-. *EasyFiets* reserves the right to use the spare key to repossess the bike if *Lessee* does not pay the monthly rent, see ‘4. Payment’.

## 7. Abuse

- 7.1 *EasyFiets* can end the leasing contract immediately in one of the following cases:

- Rent or resale of the bike by *Lessee* to a third party.
- Agressive behaviour by *Lessee* towards personnel of *EasyFiets*.
- Irresponsible or reckless use of the bicycle by *Lessee*.

If the leasing contract is ended on one of the abovementioned grounds, *EasyFiets* reserves the right to immediately demand any payments due.

## 8. Changes

- 8.1 These terms and conditions are subject to change. *Lessee* will be informed about any changes by email and is bound to these updated terms and conditions as well.

## 9. Failure to comply

- 9.1 Both *Lessee* and *EasyFiets* have the right to immediately terminate the contract if the other party fails to comply with the obligations mentioned in these terms and conditions. Upon termination of the contract, *EasyFiets* reserves the right to demand the payments due from *Lessee*.

## 10. Liability EasyFiets

- 10.1 *Lessee* is aware that *EasyFiets* does not have a liability insurance for the bicycle. *EasyFiets* therefore accepts no liability for damages, including direct and indirect damage caused by *Lessee* with the bike to persons and/or property. *Lessee* is obliged to indemnify *EasyFiets* from any type of damage caused by his/her actions and/or by his/her bicycle to persons and/or goods.

## 11. Dutch law

- 11.1 These terms and conditions are governed by Dutch law.

## 12. Jurisdiction court

- 12.1 In case of a dispute between *Lessee* and *EasyFiets*, the competent court is the court in The Hague to hear the dispute.

