

Terms and Conditions EasyFiets - Bike rental

1. Definitions

- 1.1. Rental agreement - The agreement between EasyFiets and Tenant for the use of the bike and other products provided by EasyFiets.
- 1.2. Terms and Conditions - These terms and conditions that apply for every rental customer of EasyFiets.
- 1.3. Tenant - Every natural person or legal person that is a customer of EasyFiets.
- 1.4. Bicycle - The bicycle provided by EasyFiets for use by Tenant.
- 1.5. Rental Period - The beforehand determined period in which Tenant is allowed to use the Bicycle.
- 1.6. EasyFiets - EasyFiets BV located at the Haagweg 8, 211AA in Leiden, CoC number 70458146.

2. Applicability

- 2.1. Tenant pays the full amount of the rental costs at the pickup of the Bicycle and agrees with these Terms and Conditions upon pickup of the Bicycle.
- 2.2. All prices mentioned in this agreement are including VAT.

3. The rental agreement

- 3.1. Tenant will be provided with a Bicycle during the duration of the rental period.
- 3.2. The Bicycle comes with a ring lock, a plug-in chain and one key.
- 3.3. EasyFiets is in the possession of the spare key. Leaser is not allowed to make a copy of the spare key.
- 3.4. In case Tenant loses or breaks the key they have to pay the costs for a new key. The costs are €15.

4. Use of Bicycle

- 4.1. Tenant is allowed to try out the Bicycle before using it.
- 4.2. Tenant will use the Bicycle in a normal way.
- 4.3. In case Tenant finds defects on the Bicycle, Tenant needs to report this to EasyFiets as soon as possible.
- 4.4. It is not allowed to sit on the Bicycle with more than one person. Tandems, cargo Bicycle and child seats excluded.

5. Duration of rental period

- 5.1. Tenant needs to bring back the Bicycle at the end of the Rental Period.
- 5.2. If Tenants does not return the Bicycle the Rental Period will be tacitly extended.

6. Theft or missing of the Bicycle

- 6.1. In case of theft or loss of the Bicycle Tenant need to report this to EasyFiets immediately.
- 6.2. Tenant pays a predetermined amount in case of theft of the Bicycle during the Rental Period. The amounts are as follows:
 - City bike € 200
 - E-bike € 750
 - Tandem € 250
 - Cargo bike € 250
 - Child's bike € 50
- 6.3. If Tenant cannot hand over the original key, there will be a negligence fee upon the theft fee.
 - City bike € 150
 - E-bike € 500
 - Tandem € 200
 - Cargo bike € 200
 - Child's bike € 50
- 6.4. If the Bicycle is taken away by the municipality due to wrong parking or too long parking Tenant is responsible for returning the bike. Tenant can ask EasyFiets to pick up the Bicycle for €36.

7. Theft Guarantee

- 7.1. In case Tenant has got a theft guarantee, the costs for theft of the bike as stated in 6.2 will not apply.
- 7.2. If the official key is not supplied by Tenant the terms of article 6 will apply. The theft guarantee is not applicable.

8. Damage

- 8.1. In case of a broken Bicycle, Tenant can contact EasyFiets using email/phone/whatsapp for a replacement.
- 8.2. If the suspicion arises that the damage is caused by fault of Tenant, EasyFiets holds the right to apply the costs as stated in 6.2.
- 8.3. In case of damage caused (partly) by a third party, Leaser needs to supply EasyFiets with the third party contact information and a situation description agreed on by both parties. An accident form can be found on www.easyfiets.nl/europeanclaimform. If no contact information is supplied the costs shall be charged to the Leaser.

9. Termination of Rental agreement

- 9.1. EasyFiets holds the right to end the Rental agreement in the following cases:
 - Reselling of bike to a third party by Tenant.
 - Aggressive behaviour by Tenant against employees of EasyFiets.
 - Irresponsible, reckless or improper use of the Bicycle by Leaser.

- 9.2. In case of termination of the Subscription in any of the cases as mentioned above, EasyFiets reserves the right to immediately claim the remaining payments from Leaser.

10. Change of reservation

- 10.1. Reservations can be cancelled 48 hours before the start of the reservation free of charge.
- 10.2. Reservations that are cancelled between 48 and 24 hours prior to the start of the reservation will be charged 30% of the original amount.
- 10.3. Reservations that are cancelled between 24 hours prior to the start of the reservation will be charged 100% of the original amount.
- 10.4. For groups larger than 10 persons individual arrangements will be made.

11. Promotional actions

- 11.1. Promotional actions in principle only apply for one day and with a maximum of 5 customers.

12. Liability

- 12.1. Tenant carries full legal liability for damages done to third parties.

13. Digital data and privacy

- 13.1. Upon starting the Subscription of Leaser, EasyFiets will save some information about Leaser in a file.
- 13.2. This information will be solely used for the performance of our services.
- 13.3. EasyFiets can provide this information to third parties if this is in the interest of company management. Some examples are the processing of payments, invoicing or communication by email.
- 13.4. This information can be used for marketing purposes.
- 13.5. This information can be used for market research and statistical analysis.

14. Storage of digital information

- 14.1. EasyFiets will store the information of Leaser during the duration of the Subscription.
- 14.2. One year after terminating the Subscription, Leaser can make a request to delete the information.
- 14.3. Leaser can at any time request insight in the information and request changes to Leaser's own information.
- 14.4. Leaser should notify EasyFiets about any important changes.

15. Applicable law and disputes

- 15.1. The Subscription and the Terms and Conditions are exclusively applicable under Dutch law.
- 15.2. All disputes regarding EasyFiets and Leaser will be exclusively submitted to the authorized court in The Hague.