



GENERAL TERMS AND CONDITIONS OF BICYCLE RENTAL

Version 1.1 18/06/2021

1. Definitions

- 1.1. FA = De Fietsambassade Gent vzw with registered office at Botermarkt 1, 9000 Ghent and with enterprise number 0665.587.076, RPR Ghent. You can reach De Fietsambassade Gent vzw by telephone on 09 266 77 00 and by email on info.defietsambassade@stad.gent. The Fietsambassade Gent vzw acts here as lessor.
- 1.2. Bicycle = Any object rented out by De Fietsambassade Gent vzw. The non-exhaustive list contains various models of bicycles, whether electric or not, but also accessories and tools and can be found on the website of De Fietsambassade Gent vzw, i.e. www.defietsambassade.gent.
- 1.3. Price list = the most up to date list of rates published on the website of De Fietsambassade Gent vzw, i.e. <https://fietsambassade.gent.be/en/rent-bike/prices-rental-agreement>. Unless otherwise indicated, the published prices are inclusive of VAT.
- 1.4. List of rates = the most up-to-date list with additional rates such as fines, transport costs, bike value in case of loss, etc. published on the website of De Fietsambassade Gent vzw, i.e. <https://fietsambassade.gent.be/en/rent-bike/prices-rental-agreement>. Unless otherwise indicated, the published prices are inclusive of VAT.
- 1.5. Lessee = any natural or legal person concluding a rental contract with De Fietsambassade Gent vzw.

2. Application

- 2.1. These general terms and conditions of bicycle rental, of which the price list and price list are also an integral part, apply to any rental contract concluded between FA and the lessee, with the exception of rental contracts that exceed the term of one year or rental contracts for which the conditions are laid down in a specific contract.
- 2.2. The general terms and conditions for bicycle rental refer to the price list and list of rates. The current price list is published on the FA website (<https://fietsambassade.gent.be/en/rent-bike/prices-rental-agreement>). The price list is subject to change. The price as published on the day when the contract takes effect shall apply to any individual rental contract.
- 2.3. All goods rented out shall at all times remain FA's property. Sell or subletting is prohibited. The lessee is personally liable for fulfilling the rental contract and for complying with the general terms and conditions.

3. Potential lessees

- 3.1. The potential lessee must be in possession of a valid identity card, passport or other document proving his/her identity when registering.
- 3.2. Each potential lessee shall register online or at one of the FA rental locations by creating an account, whereby the lessee himself/herself shall be responsible for the correct delivery of his/her identification data. These consist of at least address details and email address. If these data change during the term of the contract, the lessee must notify FA.
- 3.3. If the potential lessee is a legal entity, these conditions in 3.1 and 3.2 must be met by a natural person who can legally represent the legal entity.
- 3.4. If the potential lessee is a student attached to a higher education institution active in Ghent, the lessee shall enjoy a preferential rate for the rental of one classic city bike. The lessee's email address that was provided to the lessee by the higher education institution at the time of enrolment shall be used to verify whether he/she is entitled to this preferential rate. Every student shall enjoy this preferential rate for one rental bike only and must request it via the reservation and payment module on www.defietsambassade.gent.

4. Rental contract

- 4.1. Bicycles are rented out for a minimum of 4 hours and a maximum of 12 months. The possible rental periods vary according to the type of bike or the preferential rates applied (see price list).
- 4.2. The rental contract comes into effect on the date the lessee accepts the offer. This date shall be specified in the contract and shall also apply to the calculation of the withdrawal period as specified in Article 9.
- 4.3. The rental contract determines the start and end date of the rental period. The start date is the date on which the bicycle(s) and/or accessories are delivered.
- 4.4. The lessee must return his/her bicycle(s) and accessories to FA before the end of the specified rental period. Rental contracts cannot be extended by telephone or by email. After inspection of the rented goods, the lessee may enter into a new rental contract following the current contract.

5. Termination or early termination of the rental contract

- 5.1. FA can unilaterally terminate the rental contract if the bicycle is found neglected or in case of non-payment. The lessee shall not be able to reclaim the rental price already paid. Repair costs shall be charged to the lessee. In case of non-payment, and after 30 days, FA shall call in a bailiff who shall be charged with the recovery of the rented goods and any fines
- 5.2. The lessee can unilaterally terminate the rental contract provided that the bicycle is returned. Rental prices already paid shall not be reimbursed.

6. Rates and security

- 6.1. The rental prices and securities are laid down in the price list on <https://fietsambassade.gent.be/en/rent-bike/prices-rental-agreement>. The rental price must be paid in full before the start of the rental period.
- 6.2. In addition to the rental price, the lessee pays a security when picking up (or reserving) a bicycle, the amount of the security varying depending on the type of bike. This security is charged per bicycle up to a maximum of € 400 per rental contract. When returning the rented goods, the security shall be reimbursed to the lessee, any fines or repair costs shall be deducted.
- 6.3. For e-shop orders, the payment is handled with one of the following procedures.
 - Bancontact. The lessee can make the payment with bancontact directly during the ordering process in a trusted, safe and easy way. This can be done by opening the bancontact app on a mobile device, or after entering bank contact details via the security method of the lessee's bank.
 - iDEAL. The lessee can make the payment directly during the ordering process in a trusted, safe and easy way via his/her own bank. The lessee pays in his/her own familiar internet payment environment. The lessee can use iDEAL without having to register for it. The payment is immediately received by FA and FA shall process your order immediately.
 - Mastercard. The lessee can safely enter his/her credit card data via our secure SSL procedure and FA shall take care of the correct processing together with your credit card company. The credit card transaction shall be charged immediately.
 - Visa. The lessee can safely enter his/her credit card data via our secure SSL procedure and FA shall take care of the correct processing together with your credit card company. The credit card transaction shall be charged immediately.

7. Liability and damages

- 7.1. FA is not liable for accidents that may occur when using the bicycle.
- 7.2. FA provides high-quality and safe bicycles that meet the legal standards. The Lessee shall make sure of the condition of the rented bicycle when collecting it. The Lessee must maintain the bicycle, use it with due care and return it in the same condition as it was in when received. The lessee is liable for any damage to the bicycle, unless FA deems it to be normal wear and tear. Repairs due to normal wear and tear shall not be charged to the lessee.
- 7.3. Hidden defects that are detected during the first rental week are repaired free of charge by FA, regardless of whether they concern minor or major repairs. The lessee must present himself within the same period at one of FA's bicycle rental outlets. However, this does not apply to defects caused by incorrect use of the bicycle by the Lessee.
- 7.4. The lessee must always lock the bicycle, if possible to an external fixed object, preferably a bicycle rack.
- 7.5. In case the bicycle is cleared, the lessee will be notified by e-mail with the request to pick up the bicycle as soon as possible. If the bicycle is not picked up after 30 days, FA shall charge the lessee penalties (listed in the price list and list of rates) in accordance with the penalties as mentioned in 8.2. After 60 days, FA shall call in a bailiff who shall be charged with the recovery of any fines.

8. End of rental period

- 8.1. The lessee is obliged to return the rented goods to FA before the end of the rental period.
- 8.2. If the rented goods are not returned before the end of the rental period, FA shall charge the lessee penalties (listed in the price list and list of rates). After 30 days, FA shall call in a bailiff who shall be charged with the recovery of the rented goods and any fines
- 8.3. If, upon return of the rented goods, it becomes apparent that the lessee has not complied with the maintenance obligations contained in 7.2, FA shall restore the bicycle to its original state. The repair costs shall be borne by the lessee and shall be deducted from the initial security. The security can never be reimbursed before an FA bicycle technician has checked the returned bicycle for damage or defects.
- 8.4. The lessee is supposed to return the bike in a clean condition.

9. Right of withdrawal

- 9.1. The lessee has the right to withdraw from the contract within a period of 14 calendar days without giving reasons. The withdrawal period shall expire 14 calendar days from the day on which the contract was concluded. When the contract has been fully performed, the right of withdrawal shall in any case cease to exist. Furthermore when the rented good is taken into use, the right of withdrawal shall cease to exist.
- 9.2. To exercise the right of withdrawal, the lessee must inform FA of his/her decision to withdraw from the contract in a written and unambiguous declaration. This can also be done by using the model form provided in Annex 2 of Book VI of the Economic Code <https://economie.fgov.be/sites/default/files/Files/Forms/Formulier-herroeping.pdf>. The declaration should be sent by electronic mail to info.defietsambassade@stad.gent
- 9.3. To comply with the withdrawal period, it shall be sufficient for the lessee to send his/her communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.
- 9.4. The Lessee shall be obliged to pay for the rental days used and any other amounts that may be charged to the Lessee in accordance with these General terms and conditions of bicycle rental as a result of the use of the bicycle. FA points out that due to a shortening of the rental period as a result of the right of withdrawal, other rental rates may apply.
- 9.5. FA shall reimburse the lessee, if applicable, using the same means of payment with which the lessee made the original transaction, unless the lessee has expressly agreed otherwise. In any case, the lessee shall not be charged for such reimbursement.

10. Reservation and cancellation conditions

- 10.1. Bicycles can be reserved. A reservation is only valid after payment. Cancellation of a reservation is subject to a cancellation fee.
- Up to 14 days before the start of the contract, the full rental price is not payable.
 - Cancellation from 14 days up to 48 hours before the start of the contract: 50% of the rental price
 - Cancellation less than 48 hours before the start of the contract: 100% of the rental price

11. Theft

- 11.1. The lessee may take out theft insurance at the start of the rental contract. The amount of the premium and the amount of the theft excess depend on the bicycle model and the rental period. Premiums and amounts are available in the price list.
- 11.2. If the bicycle is stolen, the lessee must report this to the local police. Within five working days after the report, the lessee must personally submit official proof of the police report and the key(s) of the bicycle locks to FA.
- 11.3. If the lessee has correctly followed the procedure as provided for in 11.2 and has taken out theft insurance, only an excess has to be paid. The lessee will be provided with a replacement bicycle for the remaining rental period. If the stolen bicycle is found during the term of the rental contract or no later than 6 months after its termination, the excess paid shall be refunded. Any repair costs shall be payable by the lessee.
- 11.4. If the Lessee has not followed the procedure as specified in 11.2 correctly and has not taken out theft insurance the loss value of the bicycle shall be payable. The rental contract is broken.
- 11.5. If the lessee has correctly followed the procedure as provided for in 11.2, but has not taken out theft insurance FA shall grant a discount on the payable loss value of the bicycle. The rental contract is broken.
- 11.6. If the Lessee has taken out theft insurance but has not correctly followed the procedure as specified in 10.2, the loss value of the bicycle shall be payable. The rental contract is broken.
- 11.7. In case of loss or theft of the locks or keys, the costs (listed in the price list) shall be charged to the lessee.

12. Contestation and complaints

- 12.1. All disputes shall be settled in accordance with Belgian law. The competent courts are the courts of the judicial district of East Flanders, Ghent Division.
- 12.2. You can make your complaints during office hours by calling telephone number 09 266 77 00 or you can send your complaint to info.defietsambassade@stad.gent

13. Privacy

- 13.1. FA shall only use your personal data to rent a bicycle in accordance with the conditions specified in the rental contract. We will only share this information internally with the FA staff responsible for bicycle rental and repair. Your data shall be processed for the purpose of drawing up a rental contract and shall be used solely for that purpose.

13.2. You have the right to inspect your data at any time and to correct any errors. Do you suspect that someone is using your personal data illegally? Report it to us via info.defietsambassade@stad.gent.

14. Miscellaneous

14.1. Divisibility

14.1.1. If one or more provisions of these General terms and conditions of bicycle rental are null or invalid, this nullity or invalidity shall not affect the validity of the other provisions of these General terms and conditions of bicycle rental.

14.1.2. Invalid provisions shall continue to be binding for the part thereof that is legally permissible. As the case may be, FA shall replace the void or invalid provisions with provisions that are valid and, in view of the content and purport of these General terms and conditions of bicycle rental, correspond to the void or invalid provisions as much as possible.

14.2. Amendments

14.2.1. FA reserves the right to amend these General terms and conditions of bicycle rental, including the price list and list of rates that forms an integral part thereof. Any amendments shall only apply to rental contracts concluded after the amendment date.