

## BICYCLE RENTAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS

Version 1.0 - 02/08/2019

#### 1. Definitions

- 1.1. FA = De Fietsambassade Gent vzw, acting as the lessor.
- 1.2. Bike = Any object rented out by De Fietsambassade Gent vzw. The non-limitative list includes various bike models, electric or not, but also accessories and tools.
- 1.3. Price list = The most up-to-date list of rates as published on the website of De Fietsambassade Gent vzw, i.e. [www.defietsambassade.gent](http://www.defietsambassade.gent). Unless otherwise indicated, the published prices are inclusive of VAT.
- 1.4. List of rates = The most up-to-date list showing additional rates such as fines, transportation costs, bike value in case of loss, etc... Information on these rates can be obtained upon simple request (by telephone, by e-mail) from De Fietsambassade Gent vzw.
- 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 apply to any rental contract concluded between FA and the lessee, with the exception of rental contracts with a duration of more than 1 year or rental contracts of which the terms and conditions are laid down in a specific contract.
- 2.2. Our general terms and conditions refer to 'the price list'. The up-to-date price list is published on the website of FA ([www.defietsambassade.gent](http://www.defietsambassade.gent)). Prices are subject to adjustment. 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 the property of FA. It is forbidden to sell or sublease them to third parties. The lessee is personally liable for fulfilling his rental contract and for complying with the general terms and conditions.

#### 3. Potential lessees

- 3.1. Upon registration, the potential lessee must submit a valid identity card, passport or any other document proving his identity.
- 3.2. All potential lessees must register either online or at one of FA's rental locations by creating an account whereby the lessee himself is liable for the correct submission of his identification data, mentioning at least the lessee's address, e-mail address and a bank account number. The lessee is liable to notify FA of any change in these data during the term of the contract.
- 3.3. If the potential lessee is a legal person, the conditions in paragraphs 3.1 and 3.2 must be fulfilled by a natural person authorized to legally represent the legal person.
- 3.4. If the potential lessee is a student at a higher education institution active in Ghent, then the lessee shall enjoy a benefit rate for the rental of one traditional city bike. The lessee's e-mail address that was granted to the lessee by the higher education institution at the time of enrolment shall be used to verify whether he is entitled to this benefit rate. Every student shall enjoy this benefit rate for one rental bike only. Applications to enjoy this benefit rate must obligatorily be made through the reservation and payment module on [www.defietsambassade.gent](http://www.defietsambassade.gent).

#### 4. Rental contract

- 4.1. Bikes are rented out for a minimum of 4 hours and a maximum of 12 months. Possible rental periods vary depending on the type of bicycle or the benefit rates used (see price list).
- 4.2. At the start of the rental period, a contract is drawn up between FA and the lessee, indicating the commencement and end dates of the rental period. The rental period starts at the moment of delivery of the bike(s) and/or accessories.
- 4.3. Before the end of the agreed rental period, the lessee must return his bike(s) and accessories to FA. Rental contracts cannot be extended, neither by telephone nor by e-mail. After inspection of the rented goods, the lessee has the possibility to conclude a new rental contract immediately after expiry of the current contract.

#### 5. Cancellation or premature termination of the rental contract

- 5.1. FA can unilaterally cancel the rental contract if the bike is found to be in a neglected state, in which case the lessee shall not be entitled to any reimbursement of the rental price already paid. Repair costs shall be charged to the lessee.
- 5.2. The lessee can unilaterally cancel the rental contract provided that the bicycle is returned. Rental prices already paid shall not be reimbursed.
- 5.3. By mutual agreement both parties may deviate from the above stipulations, for instance in the event of force majeure.

#### 6. Prices and deposits

- 6.1. The rental prices and deposits are shown in the price list on [www.defietsambassade.gent](http://www.defietsambassade.gent). The rental price must be paid in full prior to the start of the rental period.
- 6.2. Apart from the rental price, the lessee shall also pay a deposit at the time of collection (or reservation) of a bicycle. The amount of this deposit varies depending on the type of bicycle. This deposit is charged per bicycle and amounts to maximum € 400 per rental contract. Upon return of the rented goods the deposit shall be reimbursed to the lessee, with deduction of fines or repair costs, if any.

#### 7. Liability and damages

- 7.1. FA is not liable for any accidents due to use of the bike.
- 7.2. FA provides high-quality and safe bicycles which meet all legal standards. At the time of collection, the lessee shall check if the rented bike is in a good condition. The lessee is responsible for the bicycle's maintenance, for using it with due care and

for returning it in the same condition as he received it. The lessee is liable for any damages to the bicycle unless FA considers them as 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, irrespective of whether it concerns minor or major repairs. The lessee must present himself within the same period at one of FA's bicycle rental outlets. This does not apply to defects caused by the lessee's improper use of the bike.

- 7.4. The lessee must always lock the bicycle, if possible to an external fixed object, preferably a bicycle rack. If the bicycle is found unattended, in a neglected state or if it was not duly locked, FA reserves the right to collect the bicycle. It shall be made available again after payment of a compensation, in accordance with the list of rates.

#### 8. End of the rental period

- 8.1. The lessee is liable 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 a fine (in accordance with the list of rates) to the lessee. 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 it turns out, upon return of the rented goods, that the lessee failed to fulfil the maintenance obligations stated in paragraph 7.2, FA shall restore the bicycle to its original condition. The repair costs shall be charged to the lessee and shall be deducted from the deposit paid at the start of the contract. The deposit can never be reimbursed before one of FA's bicycle technicians has inspected the returned bike for damages or defects.
- 8.4. The lessee is supposed to return the bike in a clean condition. If this is not the case, FA reserves the right to charge a lump sum for having the bike cleaned, in accordance with the list of rates.

#### 9. Reservation and cancellation terms

- 9.1. Bicycles can be reserved. Reservations are valid only after payment has been received. Cancellation costs shall be charged in the event that a reservation is cancelled.
  - Cancellation up to 14 days before the start of the contract: no cancellation charge
  - Cancellation between 14 days 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

#### 10. Theft

- 10.1. At the start of the rental contract the lessee can take out an insurance against theft. The amount of the premium and the excess charge in case of theft depend on the bike model and on the rental period. Premiums and fees are shown in the list of rates.
- 10.2. If the bicycle is stolen, the theft must be reported to the Local Police. Within five working days after the theft was reported, the lessee must personally submit to FA an official document proving that the theft was reported to the police and he must return the bicycle lock key(s) to FA.
- 10.3. If the procedure described in paragraph 10.2 was correctly followed by the lessee and if he took out an insurance against theft, only an excess charge will have to be paid. A replacement bike will be put at the lessee's disposal for the remainder of the rental period. In the event that the stolen bike is found back during the term of the rental agreement or at the latest 6 months following the termination thereof, the paid excess shall be reimbursed. Repair costs, if any, shall be borne by the lessee.
- 10.4. If the procedure described in paragraph 10.2 was not correctly followed by the lessee and if he failed to take out an insurance against theft, he shall be liable to pay the bicycle's value at the time of loss. The rental contract shall be terminated.
- 10.5. If the procedure described in paragraph 10.2 was correctly followed by the lessee but if he failed to take out an insurance against theft, FA shall give a discount on the bicycle's value to be paid at the time of loss. The rental contract shall be terminated.
- 10.6. In case of loss or theft of the locks or keys, the costs (as shown in the list of rates) shall be charged to the lessee.

#### 11. Disputes and complaints

- 11.1. All disputes shall be governed by Belgian law. The courts having jurisdiction are the courts of the judicial district of Ghent and the Justice of the Peace of the first district in Ghent.
- 11.2. You can lodge a complaint by phoning 09 266 77 00 during office hours or by sending an e-mail to [info.defietsambassade@stad.gent](mailto:info.defietsambassade@stad.gent)

#### 12. Privacy

- 12.1. FA shall use your personal data only to rent out a bicycle to you in accordance with the terms stipulated in the rental contract. This information shall only be shared internally with FA personnel that is responsible for the renting out and the repair of bicycles. Your data shall be processed for the purpose of drawing up a rental contract and shall be used for that purpose exclusively.
- 12.2. You have the right to inspect your data at any time and to have erroneous data corrected. If you suspect that someone is using your personal data unlawfully, please report this by sending an e-mail to [info.defietsambassade@stad.gent](mailto:info.defietsambassade@stad.gent)