

## **General Terms and Conditions of Fietsevrhuurgroningen**

### **Article 1: Definitions and general:**

1. These terms and conditions - which will be updated from time to time - apply to all services that are made available directly or indirectly by Fietsverhuurgroningen. By visiting, viewing and / or reserving by Fietsverhuurgroningen, you indicate and agree that you have read and understood these terms and conditions (including the privacy statement). You therefore agree to these general terms and conditions.
2. Both the website and its content and the booking service (the "reservation") are the property of Fietsverhuurgroningen ('Fietsverhuurgroningen', 'Fietsverhuurgroningen.com').
3. The agreement between Fietsverhuurgroningen and the tenant for the use of the Bicycle by the tenant .
4. Bicycle: The bicycle made available to the tenant by Fietsverhuurgroningen on the basis of daily rent for use by the tenant in accordance with the General Terms and Conditions.
5. The tenant of Tenant: Any natural person or legal entity who enters into a with Fietsverhuurgroningen.
6. Fietsverhuurgroningen, Gedempte Zuiderdiep 95, 9711HD Groningen and with Chamber of Commerce number 77136225.

### **Article 2: Reservation online**

1. For reservation you can immediately indicate your preferences on our website. The reservation form immediately shows the kind of bicycles and rental prices.
2. You simply indicate the kind of bike, and the date to pick up and the date to return and last you set the time. We do the rest and make sure the bikes are ready for you on the chosen date.
3. Through a secure online payment (if supported by your bank), you pay for your reservation during the booking process all the rent upfront.
4. The payment is processed securely by a third party.
5. You get an automatic email when the reservation is successful.

### **Article 3: Reservation at the shop**

1. Reservation at the shop is also possible. The same as online, all the rent has to be paid upfront. The payment can be done by cash or by Card.

### **Article 4: Liability**

1. If the tenant starts using a Bicycle, this will be interpreted as proof that it is functioning properly and shows no defects.
2. If the tenant has any doubts about the safety of the Bicycle, direct contact must be made with Fietsverhuurgroningen on the day of the picking up the bicycle.

### **Article 5: Rates**

1. All amounts mentioned on the website by Fietsverhuurgroningen are including Value Added Tax (VAT) and all other taxes (subject to change of such taxes), unless stated otherwise on the website.
2. Any currency conversion is indicative only, actual rates may vary.
3. Obvious mistakes and (printing) errors are not binding.

### **Article 6 : Applicability**

These General Terms and Conditions apply to Fietsverhuurgroningen and the tenant.

### **Article 7: Deposit**

1. At the start of the rental period, the tenant owes a deposit to Fietsverhuurgroningen.
2. Deposit are €30,- per Bicycle, €50,- per tandem, €50,- per electric bicycle, €50 Cargobike, €30,- for children seat.
3. At the end of the rental period, the deposit will be refunded to the tenant, unless the bicycle is damaged. In that case Fietsverhuurgroningen is entitled to settle the damage with the deposit.
4. We prefer that the deposit is paid in cash.

### **Article 8: Cancellation and/of Postpone**

1. The contact with the Fietsverhuurgroningen has to be made up to 24 hours prior to the rental for postponement of the date of the reservation per email.
2. By making a reservation, you agree to the cancellation and no show conditions. You can cancel up to 24 hours prior to the rental.
3. In case of timely cancellation, the cancellation is free of charge.
5. In case of cancellation on the day of rental or later or within 24 hours(before 18.00): the tenant owes the cancellation costs the full rent.
6. Cancellations outside office hours are deemed to have been made on the next calendar day.

### **Article 9: Non-compliance with obligations**

1. Fietsverhuurgroningen has the right to terminate the rental period in the whole or in a part with immediate effect or to cancel it by means of a written email or verbally notice to the tenant if:
  2. The tenant is in default with the fulfillment of his obligations under the condition of Tenant obligation in article 10.
  3. In the opinion of Fietsverhuurgroningen, the tenant abuses the service offered by Fietsverhuurgroningen.
  4. If the bicycle is not locked with the chain lock and is attached to something, for example a bicycle rack, tree, lamppost or fence, see the video about correctly locking the bicycle, the rental contract will lapse immediately when we find the bicycle unattended somewhere on the street and the right to a refund of the deposit will also lapse.

## **Article 10: Tenant Instructions and obligations**

1. The tenant rents the bicycle at his/her own risk.
2. Copy of the tenant identification ID of Passport is required.
3. The tenant is reachable by phone during the rental or per email.
4. The tenant shall look after the rented bicycle with due care and attention and lock the bike properly.
5. Tenant is responsible for damage.
6. The Bicycle is exclusively intended for personal use by the tenant.
7. It is not permitted to be on the bicycle with more than 1 person.
8. The tenant is prohibited from hiring or re-hiring the bicycle, cargo bike, tandem, electric bike to third parties.
9. The Bicycle remains at all times owned by Fietsverhuurgroningen.
10. The tenant is not permitted to establish or grant any (security) right to the Bicycle on behalf of a third party.
11. The tenant may not make any changes to the Bicycle that cannot be removed without damaging the Bicycle.
12. The tenant must be 18 years of age or older and able to take out a service.
13. Minors can only take out our service with the permission of a parent or guardian.
14. All the rent and the deposit must be paid at once upfront.
15. As the bicycle is equipped with behind wheel lock and chain lock, the tenant must lock the bicycle with the two(2) locks always, and the chain lock has to be always attached to something immovable whenever the tenant park.
16. Fietsverhuurgroningen is expected to received the rented bicycle in good condition and clean. In case of non-compliance with this obligation, the cleaning costs can be charged, with a minimum of twenty euro.
17. It is not permitted to drive on flat tire, if so the tenant has to pay euro ten.
18. The tenant shall pick up the bicycle to our location and bring it back at the end of rental period.
19. The tenant must return herself/himself the bicycle and the two keys to Fietsverhuurgroningen before the end Date on the contract.
20. The tenant is personally liable for compliance with the General Conditions.
21. Dutch law applies to the Subscription and all the General Terms and Conditions.

## **Article 11: Personal data that we process**

1. Fietsverhuurgroningen processes your personal data because you use our services and/or because you provide these to us yourself. Below you will find an overview of the personal data that we process.
2. First and last name, Address details where you come from and where you saty in Groningen(street, house number, postcode, town, country), Telephone of mobile number, E-mail, Rental period.
3. Fietsverhuurgroningen.com processes your personal data for the following purposes.
4. To be able to call or e-mail you if this is necessary to be able to perform our services.

### **Article 12: Fietsverhuurgroningen obligations**

1. Fietsverhuurgroningen takes care of a bicycle that is equipped with 2 locks (with a chain lock and a behind wheel lock) and working front light and working behind light.
2. The lessor which is Fietsverhuurgroningen is at all times empowered to call in the hired object after supposed misuse.

### **Article 13: Change**

Fietsverhuurgroningen has the right to transfer its claims against the tenant for any reason whatsoever to third parties.

### **Article 14: Theft or loss**

1. In case of loss or theft of the bicycle, the tenant is obliged to report this to Fietsverhuurgroningen within 24 hours to make a declaration and make a report to the police and has to pay the current value of the bicycle loss of rent not being included, the current value of the bicycle is fixed to Four hundred euros; the current value of Electric bike is one thousand euros, the current value of cargo bike is one thousand euros and electric cargo bike is two thousand euros, the current value of tandem is one thousand euros.
2. If parts of the bicycle are missing or stolen, The tenant has to pay the part of missing. Fietsverhuurgroningen determine the price.
3. Fietsverhuurgroningen always has the reserve keys for the Bicycle. If the tenant loses the two keys, they can get the reserve keys for thirty euro.

### **Article 15: Damage**

1. The tenant is responsible for damage.
2. The tenant is therefore responsible for any damage to the rented bicycle and is to pay all the damaged parts.
3. The tenant is fully liable to damage caused to third parties.
4. Fietsverhuurgroningen has the right to check the bicycle in the state it is in. The tenant is obliged to lend his cooperation to (on call from Fietsverhuurgroningen) carrying out checks, modifications and maintenance.

5. In the event of damage and wear of the bicycle other than what can be expected by normal use, Fietsverhuurgroningen reserves the right to recover the costs thereof from the tenant.

6. Fietsverhuurgroningen is not liable for any damage suffered by the tenant as a result of the use of the Bicycle.

#### **Article 16: Privacy and cookies**

We care about your privacy. You can read our Privacy and cookie policy [here](#).

#### **Article 17: About Electric bike and the racebike**

It is not allowed to transport the electric bike and the racebike in the train to avoid the damage on the bike.