

General terms and conditions for bike rental

Definition of terms:

Bicycle: the e-bike and/or any other item that is comprised by the contract

Customer: the natural person or legal entity purchasing the bike rental from Bicicare

Bicicare the company offering the bike rental according to these terms and conditions

Rider: the person stated in the contract riding the bicycle

Contract form : in writing or electronically

Article 1: APPLICABILITY

These general terms and conditions apply to all contracts between Bicicare and customers for bike rental, including accessories.

Article 2: OFFER AND AGREEMENT

1. According to the wishes of the customer, Bicicare makes a written or oral offer. The offer contains (where applicable) the name of the service (bike rental), the bike type, rental period, and price. Furthermore, it states the opening hours and telephone number of the company, the manner of payment, and the type of deposit.
2. The contract is established when the customer accepts an offer from Bicicare
3. Bicicare will retain ownership of rented bikes and accessories at all times.

Article 3: PRICE AND DURATION

1. The customer is not allowed to return a rented bicycle after the date and time stated in the contract. Bikes must be returned during the business hours of Bicicare unless otherwise agreed.
2. One day is considered to be 24 hours.

3. Bicare is not obliged to give any refund for rented bikes that are returned before the end of the contractual period
4. **Late return of the bike will result in a fine of € 25 for each citybike or e-bike and € 50 for each Urban Arrow in addition to one extra day charge.**
5. **For each following day a charge of 150% day rate will be applied.**
6. It is possible to collect and return the bike, only during regular opening times. Failure to meet this times without any notice may result in the loss of the rental without right of refund.

Article 4: CANCELLATION

When customer cancels a bike rental:

- a. Up until 4 days before the bike rental, 0% of the price will be charged.
 - b. Between 4 and 1 day(s) in advance, 50% of the price will be charged.
 - c. 1 day or less in advance, 100% of the price will be charged.
2. Cancellations can only be made via e-mail (info@bicare.nl).

Article 5: PAYMENT AND DEPOSIT

1. Payment for both the bike rental and the bike tours need to be done in advance.
2. A deposit is needed for each bike. The deposit consists of:
 - a. € 50 for citybike or € 350 for any Urban Arrow (to be paid in cash or via bank transfer) OTHERWISE;
 - b. A valid ID and a photocopy of a valid credit card.
3. The deposit will be paid back in the same way has been paid to us as soon as the bicycle is returned.

In the event of damage for Bicare, the amount charged for the damage will be subtracted from the deposit.

Article 6: OBLIGATION FOR THE CUSTOMER

1. Customer must treat the bicycle well and in accordance with its actual purpose.
2. Customer must return the bicycle to Bicicare in its original condition, no changes are permitted without Bicicare permission.
3. **By renting a bicycle the customer declares to be:**
 - a. In good physical condition, i.e. not suffering from any medical diseases or complaints that influence their riding ability.
 - b. Able to properly ride a bicycle.
4. Bicicare reserves the right to judge the capacities and abilities of a customer or rider prior to the use of a bicycle.
5. The customer must obey all traffic laws and instructions from local law enforcement
6. The customer/rider must behave as a good renter/rider, which means he:
 - a. Is not permitted to sublet or sublease the bicycle under any circumstances.
 - b. Is not permitted to give the bicycle to a person other than the rider.
 - c. Is not permitted to take the bicycle outside of The Netherlands.
 - d. Is not permitted to ride on a city bike with more than 1 person on citybike or 2 on Cargobike.
 - e. Must ensure that the person who is contractually indicated as the rider is legally permitted, and physically and mentally fit enough to ride a bicycle.
 - f. Must secure loads on the bicycle with due care.
 - g. Is not permitted to continue using the bicycle if it's damaged, when its use can lead to aggravation of the damage or affects traffic safety.

Article 7: ADDITIONAL INSTRUCTION FOR THE CUSTOMER

1. The customer must return the bicycle in a clean condition. Cleaning costs with a minimum of €10 may be

charged. 2. Customers must bring a copy of the contract with them upon returning the bike.

3. Each bike is equipped with two locks. Customers must never leave the bicycle unattended unless properly locked. Bicicare staff will demonstrate correct use of the locks.

4. **At the start of the rental, the customer needs to check the bicycle and report any possible defects to Bicicare staff**

When the defect(s) cannot be repaired instantly, the customer will get a replacement bike. As soon as the customer leaves the shop, he accepts the condition of the bicycle.

5. In case any problems with the bicycle occur in Amsterdam, the customer needs to visit our shop in Amsterdam (Willem de Zwijgerlaan 49H). Bicicare does not reimburse any repairs performed by other companies.

6. When taking the bike outside Amsterdam you do this at your own risk. On request we will provide you with a basic first repair kit

7. Picking up a bike from outside Amsterdam will be charged according to the location starting with EUR 50 for a citybike or EUR 100 for a cargobike(within 20 km from Willem de Zwijgerlaan 49) afterward 15 cents extra per km will apply.

8. For any other damage which will occur outside of Amsterdam always get in touch first with Bicicare +31645249072 during openings hours and via whatsapp on weekends, to describe which kind of problem are you experiencing, and you will get further instructions from our staff.

Article 8: OBLIGATION FOR BICICARE/BICI-BIKES

1. Bicicare provides a bicycle with the statutory and agreed features and accessories, which is clean, well maintained and in a technically good condition.

2. In case of damage to the bicycle prior to the rental, Bicicare will make a report of the damage in the presence of the customer when possible. If from a deeper inspection other damage appear to be made those will be charged on separate invoice.

3. Bicare will inspect the bicycle for any damage immediately after it is returned.

Article 9: INSURANCE AND CUSTOMER LIABILITY

1. The customer is liable for any damage to Bicare related to the bike rental unless the damage is caused by a violation of the obligations stated in article 8.

2. The customer is liable for actions and omissions of the rider(s) and other users of the bicycle(s) comprised by the contract, even if they didn't have the customer's permission to use the bike.

=3. The customer must respect all rules and regulations. The customer uses the bicycle on his own responsibility. If customer infringes any Dutch rules or regulations, Bicare can by no means held liable. .

4. If local authorities remove your bike due to wrong parking, you will be charged €75 per bike to cover the penalty; transportation; damages and broken lock. Do not park your bike in the middle of the road or footpaths, near tram and train stations or outside any designed parking space especially at busy locations.

5. In the event of loss, theft, or damage of the bicycle, Bicare is entitled to charge a (maximum) compensation of:

€ 450 for a city bike

€ 1450 for an e-bike,

€4300 for a cargo bike

We offer an insurance which cost € 2.50 for citybike en € 5,00 for Urban arrow for 24 hour which only covers in case of theft.

With insurance you keep a deductible of € 50 for a citybike and € 350 for the Urban Arrow.

Without insurance you will be charged the prices mentioned here above in case of theft.

Each bicycle is equipped with two locks. Never leave the bicycle unattended, unless properly locked.

The deductible in case of theft only applies if you are able to give the keys of the bicycle .

Flat tires are never included in the insurance and always for own risk

In the event of accident to the customer and/or damage or loss of the bicycle, the customer is obligated to:

- a. Inform Bicicare **immediately** (by visiting the shop, by telephone or whatsapp: +31645249072).
- b. Collect all data such as name, surname, telephone number from a counterpart. If those information aren't available the customer will be liable for the full price of the reparation.
- c. Provide all (requested) information and documents that relate to the event that caused the injury/damage.
- d. Do not leave the bicycle behind without properly securing it.

Bicicare.nl

Willem de Zwijgerlaan 49H

Telephone:+31645249072

E-mail: info@bicicare.nl

Website: www.bicicare.nl

- www.bici-bikes.com

Pricelist citybike parts :

saddle €15,

lock €30,

lights set €20,

chain case €11,

fork €40,

luggage rack €17,

bell €5,

key for lock €15,

gear shifter €15

stand €15,

mudguard €20,

entire back wheel €90,

entire front wheel €75

tire damaged by skidding €20,

gear system €150,

e-bike battery €550,

e-bike charger €175.

helmet €25,]

cable lock €40,

ring lock €20.

Pricelist cargo bike;

Lock demper(rubber) € 5 p/piece

saddle €45,

front light €25,

back light €20,

steering wheel stem €75,

bell €10,

Each key for lock €15(even if bended)

stand €90,

front mudguard €25,

back mudguard 30,

front wheel €120,

back wheel €450,

battery €620,

charger €175,

computer €125,

gear lever €50,

pedal €20,

hydrolic brake lever €50,

disc brakes €30,

raincover € 269

boxcover €70

maxicosiholders € 150

Foambox damages from € 50

Stickers damages from € 35

Prices for parts that are not mentioned are determined by Bicare staff. The hourly rate for repairs €50 is not included in the above prices.

