

GENERAL TERMS AND CONDITIONS – BIKE RENTAL ZEELAND AND PARTNERS

Article 1 – Payment

1. Any deposit serves as security for all amounts owed by the renter to the lessor. The renter remains obligated to pay any remaining amount.
2. If the renter, for whatever reason, cannot use the rental vehicle, the lessor is not liable for any costs or damages. The renter remains obligated to pay the full rental amount, unless it can be demonstrated that the inability to use the vehicle was due to a defect that already existed at the start of the rental period.
3. A reservation is only final after receipt of payment.
4. The lessor reserves the right to cancel a reservation if it is not paid no later than three (3) days before the start date.

Article 2 – Rental Period

1. The rental period runs between the start and end times stated in the reservation or rental receipt.
2. Extension is only possible with the lessor's permission and at the agreed rates.
3. Early return does not entitle you to a refund of the rental fee.
4. The rental property must be returned at the agreed time.
5. The lessor may immediately terminate the rental agreement and reclaim the rental property if the renter fails to comply with any rental condition.

Article 3 – Use

1. The rental property may only be used in accordance with its normal purpose and by the drivers named in the reservation.
2. The renter must handle the rental property with care and take precautions against damage, loss, or theft.
3. Use in the dunes or on the beach is prohibited, even if paved paths or roads cannot be used.

Article 4 – Damage, Loss, and Theft

1. The renter is liable for all damage to or loss of the rental property and its components, including keys, chains, and locks. 2. All repairs are carried out by repair shops selected by Fietsverhuur Zeeland and operating in accordance with the BOVAG terms and conditions and rates.
3. The renter will be fully responsible for the costs of repairs, unless the Carefree Journey package has been purchased.
4. The rental vehicle is not insured against liability or damage to the vehicle.

5. In the event of theft or total loss, the amounts in Article 8.1 apply.

Article 5 – Costs during the rental period

All taxes, usage fees, storage, maintenance, and repairs are the renter's responsibility.

Article 6 – Personal Data

The renter's personal data will be processed in accordance with applicable privacy legislation for:

- performance of the agreement
- service provision
- product information
- personalized offers

Objections to processing for direct mailing will always be honored.

Article 7 – Cancellation

Cancellation without the Carefree Journey package

7.1. Up to one (1) calendar day before the start of the first rental day, the renter will receive a 70% refund.

7.2. Cancellation on the rental day itself does not entitle you to a refund.

Cancellation with the Carefree On the Road package

7.3. Up to two (2) calendar days before the start of the first rental day, the renter will receive a 100% refund of the rental costs.

7.4. Within two (2), but no later than one (1) calendar day before the start of the first rental day: 70% refund.

7.5. Cancellation on the rental day itself: no refund.

7.6 For groups of 15 or more bicycles, different rental conditions may apply.

Cancellation Processing Fees

7.7 For every cancellation, the service fees and costs associated with the Carefree On the Road package are retained as processing fees.

Other Cancellations

7.8 Returning the rental vehicle early does not entitle you to a (partial) refund.

Article 8 – Carefree on the Road Package & Deductible

8.1. Standard deductible (without package)

In the event of theft or total loss, the following applies per item:

- City bike / MTB: €400
 - E-bike: €1,500
 - E-cargo bike / E-tandem: €2,500
 - Bicycle key: €15
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8.2. Deductible with Carefree on the Road Package

With the purchased package, the deductible is reduced to:

- City bike / MTB: €100
 - E-bike: €250
 - E-cargo bike / E-tandem: €500
 - Bicycle key: €15
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8.3. Reporting Requirements

Damage or theft must be reported immediately during the rental period; reporting upon return forfeits the right to a reduced deductible.

8.4. Obligations in case of theft

In case of theft, the tenant is obliged to:

- immediately report the theft to the lessor
 - must file a police report
 - must provide a copy of the report
 - must return the original key/chain
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8.5. Failure to Comply

In the event of a violation of the above obligations, the full amounts stated in Article 8.1 automatically apply.

Article 9 – Roadside Assistance

1. Roadside assistance is included between 9:00 AM and 5:00 PM.
2. The renter may be asked to share their location via WhatsApp.
3. The lessor aims to replace the vehicle within two (2) hours.

4. Subsequent reports do not entitle the lessor to a refund.

Article 10 – Liability

1. The renter indemnifies the lessor against all damage to third parties, fines, and administrative sanctions caused by the renter, driver, or passengers.

2. The renter must follow all instructions from the lessor.

3. The lessor is not liable for damage to the renter or passengers, except in cases of gross negligence. 4. The landlord's liability is limited to the rental amount.

Article 11 – Changing a reservation

1. The tenant can change the reservation free of charge up to one (1) calendar day before the start date, subject to availability.

2. On the start date itself, only changes that do not disrupt the schedule or availability are permitted.

3. If a change results in a higher rental amount, the difference must be paid immediately.

4. If a change results in a lower rental amount, no refund will be made.

5. Changes according the cancellation policy in Article 7 in case of lower rental amount.

Article 12 – Other provisions

1. Disputes will be submitted to the competent court of the Zeeland-West-Brabant District Court.

2. All agreements are exclusively governed by Dutch law.