

## **USER CONDITIONS**

# bicycle rentals

#### **ART. 1 GENERAL**

1.1 CyCLO lets different types of bicycles to private individuals, companies and associations, hereinafter referred to as the Lessee. Below are the conditions that the Lessee accepts when renting a bicycle in one of CyCLO's bicycle studios.

#### **ART. 2 UTILISATION**

- 2.1 CyCLO vzw determines which bicycle will be let to the Lessee. The Lessee checks the bicycle for obvious defects during the handover. If the bicycle exhibits defects but is taken out nonetheless, said defects are noted on the registration form. In addition to the listed defects, CyCLO vzw undertakes to hand over the bicycle in top condition.
- 2.2. The Lessee must be in possession of a valid identity card or passport for each rental. The number of the identity card or passport is noted on the rental contract.
- 2.3. CyCLO and the Lessee agree on the loan period prior to handing over the bicycle.
- 2.4 The Lessee is responsible for the bicycle and its accessories during the entire term of the loan. The Lessee will respect the road code, and when parking the bicycle affix it to an object that is anchored to the ground, and generally behave like a good custodian.
- 2.5 The Lessee will return the bicycle to the same location where it was taken, before the end of the loan period and within opening hours.
- 2.6. In case of technical problems en route, the Lessee is responsible for returning the bicycle to the CyCLO location from which it was taken. CyCLO does not reimburse expenses incurred for repairs that were not done in a CyCLO workshop. If another rental bike is available, it will be offered to the Lessee as a replacement. Under no circumstances can CyCLO be held responsible by the Lessee for any damages caused by the breakdown of a bicycle.
- 2.7. All charges to CyCLO arising from non-compliance with these conditions by the Lessee will be charged to the Lessee.

## **ART. 3 RENTAL PRICES AND PAYMENT**

- 3.1. The rental price is fixed and paid before the handover based on the price list.
- 3.2 The price list is available in every rental location and at <a href="https://www.cyclo.org/en/rental">www.cyclo.org/en/rental</a>. The rental charge is paid when the bicycle is picked up at the latest.
- 3.3. Bicycles are rented per calendar day, not per 24h period. There are no reduced rates for a shorter rental period than a full calendar day.
- 3.4. If Sunday and Monday fall within the rental period, these days are not charged.
- 3.5. There are weekly, monthly and annual rates for certain types of bicycles. These are indicated on the price list. If a weekly, monthly or annual rate is not mentioned on the price list, the type of bicycle cannot be rented for this period.

#### ART. 4 CHARGES FOR THEFT, LATE RETURNS AND DAMAGE

- 4.1 In case of theft of the bicycle, even in case of force majeure where the bicycle was properly locked, the Lessee will pay compensation to CyCLO: € 350 for a city bike or folding bike, € 1000 for an electric bicycle or tandem, € 2,500 for a cargo bike and € 4,000 for an electric cargo bike. The Lessee is also obliged to report the incident to the police.
- 4.2 If the agreed rental term is exceeded, without prior agreement, the Lessee pays, in addition to the rent for the extended period, a fine of €5 per calendar day.
- 4.3 If the Lessee has not brought back the bicycle one month after the agreed term, the Lessee will purchase the bicycle from CyCLO. The price of the bicycle is fixed at € 700 for a city or folding bike, € 2.000 for an electric bike or a tandem, € 4.000 for a cargo bike and € 5.000 for an electric cargo bike.
- 4.4 All damage that occurs to the bike(s) during the rental period, except through wear and tear in normal use, are charged to the Lessee and must be paid immediately at the end of the agreed rental period. CyCLO charges fees for

replacement of the damaged part(s) based on the current selling price of the part(s) and the cost of the invested labour (pricing available). The maximum compensation for damage is equal to the compensation for theft of the bicycle (see article 3.1).

### **ART. 5 DEPOSIT**

- 5.1 The Lessee pays a deposit at the time of renting of € 50 for a city or folding bike, € 150 for a tandem, electric bicycle or a (non-electric) cargo bike or € 350 for an electric cargo bike. When renting several bicycles, the Lessee pays a maximum of € 350.
- 5.2 The deposit is refunded upon return of the rented bicycle(s). Any repair costs at the expense of the Lessee, costs for late return or other extra costs included in this agreement, are immediately deducted from the deposit. If the deposit does not meet these requirements, the Lessee will immediately pay the difference.
- 5.3. Deposits are only reimbursed to the person who signed the rental contract. The deposit is only refunded to another person with written permission from the Lessee or a legal representative.

