

General Terms & Conditions EBTG

1. Definitions

1. The following terms are used in these General Conditions:

General Terms & Conditions:	these general terms & conditions that apply to all offers and agreements with EBTG for the rent of a Bike
Bike:	the (cargo) bikes as specified in the offer, including accessories such as helmets, saddle bags, etc.
EBTG:	the private company with limited liability EBTG BV, the lessor of Bikes and Containers
Lessee:	any natural person of 18 years and over who rents a Bike from EBTG
Damage coverage:	subscription for the lease of a Bike, in which the Lessee is not liable for damages to the Bike and EBTG applies a deductible in case of theft in accordance with Table 1
Damage and theft coverage:	subscription for the lease of a Bike, in which the Lessee is not liable for damages to the Bike and EBTG applies a deductible in case of theft in accordance with Table 1
MyBike:	personal online environment in which the Lessee can change their details, report damage & theft, contact the Lessor or cancel their subscription.

The defined terms are used in singular and plural form.

2. Registration and agreement

1. These General Terms & Conditions apply to all offers, agreements and services provided by EBTG. They are provided to and accepted by the Lessee when the Lessee completes the online registration form on one of the EBTG websites.
2. An agreement between EBTG and Lessee is established based on the completed registration form on www.ridenoord.com and/or www.ebiketogo.com. The registration includes a description of the Bike to be rented, fee (and any additional costs) and payment method.
3. An agreement between EBTG and Lessee is established when the registration form is completed and the first term is paid in advance via the website www.ridenoord.com or www.ebiketogo.com, or when EBTG starts implementing the agreement at the Lessee's request. Lessees who are consumers have 14 days of reflection time unless the agreement was already implemented during that period. If the lease has been partially realised during the reflection period in agreement with the Lessee, the Lessee must pay for the service pro rata when the agreement is cancelled.
4. The Lessee is responsible for passing on any changes to their personal details known to EBTG via MyBike in due time. This includes details such as address, email and phone number. If the Lessee does not pass on changes in time, EBTG has the right to charge the Lessee an administrative fine of €250.
5. If EBTG does not strictly apply one or more conditions of these General Terms & Conditions, this does not mean that (the remainder of) these General Terms & Conditions are waived.

3. Subscription

1. When entering into the agreement, the Lessee will select a Bike subscription, including damage coverage and possible additional theft coverage.
2. The Lessee can choose a subscription for a fixed or flexible duration. With the fixed duration the agreement is entered into for a predetermined period and cannot be cancelled during said period. A subscription with flexible duration can be cancelled monthly.
3. After the fixed duration a subscription is automatically converted into a flexible duration with a cancellation term of 4 weeks.

4. If the Lessee returns the Bike within 7 days of starting the subscription, during the so-called trial period, any lease costs will be returned to them. This option only applies once per Lessee.

4. Fees, changes and payment

1. The Lessee owes EBTG the previously agreed lease fee and any additional costs in advance. All listed costs include VAT. The Lessee will pay the first term in advance when registering.
2. EBTG reserves the right to change the lease fees if the costs for EBTG change due to amendments to applicable regulations and legislation, or in the framework of annual price indexation based on the consumer price index (CPI, price index 2015 = 100). The Lessee will be informed of these changes by email at least one month in advance of the change date. The Lessee cannot cancel or dissolve the agreement based on a fee change, unless the Lessee is a consumer. Fee changes that result from legislation, such as a VAT increase, can be implemented immediately and do not give the Lessee the right to cancel or dissolve the agreement.
3. Only agreed fees can be charged to the Lessee, except when a Lessee owes the Lessor damages.
4. EBTG will send the Lessee an invoice for the lease fee and additional costs for the coming term. The subscription starts on the day the Lessee receives their Bike.
5. The invoice amount due will be paid by direct debit. The Lessee is legally in default if EBTG cannot automatically collect the amount due on the calendar day as determined in point 4. In such cases EBTG has the right to shut off the motor support and cancel or dissolve the agreement. If the invoice is paid within the next 14 days, the motor support will be switched back on.
6. To dissolve the agreement, EBTG will send the Lessee a one-off reminder without extra fees with a final payment term of 14 days. If the Lessee does not pay within this term, EBTG also has a right to claim all extra administrative costs plus legal interest and extrajudicial costs.
7. EBTG will transfer any unpaid invoice to a collection firm. If the collection firm has six unpaid invoices, EBTG will claim full purchasing costs of the Bike from the Lessee and cancel or dissolve the agreement.

5. Delivery

1. EBTG agrees to provide the Bike to the Lessee as described in the agreement.
2. The Bike will be delivered to the location indicated on the registration form or picked up from an EBTG service point. EBTG charges a fee of €50 to deliver the Bike and the same fee applies for picking up the Bike at the end of the agreement. Delivering the Bike to and from an EBTG service point is free of charge. The delivery date of the Bike applies as the starting date of the agreement.
3. Lessees who are not present at the agreed time and place will be charged a fee of €50.
4. The Lessee can change or cancel their appointment up to 24 hours in advance. A fee of €50 applies to any changes or cancellations made within 24 hours of the appointment.

6. Lessee obligations

1. The Lessee will only use the Bike in agreement with its nature and purpose. The Lessee will treat the Bike and accessories (including keys) with due care. The Bike may not be used on terrain for which it has not been built. Charging the battery should be done correctly and in a safe place to prevent overheating/fire hazards.
2. The Lessee may not (sub)let, lend, give to others to use, sell or pawn the Bike.
3. The Lessee must return the Bike in the same state as it was when they received it. The Lessee is not allowed to make any modifications to the Bike.
4. If there is a defect to the Bike, the Lessee should not continue using it if this makes the issue worse. Instead they should comply with the instructions in Article 7.
6. The Lessee will always protect the Bike against theft by using the locks provided by EBTG correctly and as instructed.

7. Service, maintenance and Lessee instructions

1. EBTG will perform regular maintenance on the Bike as it sees fit.
2. EBTG has the authority to check the state of the Bike and modify it. The Lessee must cooperate with these checks, modifications and inspections.
3. The Lessee must inform EBTG within 24 hours via their personal MyBike environment if a Bike is damaged or missing and follow all reasonable instructions provided by EBTG, including but not limited to (EBTG) filing a police report, providing a completed damage form signed by all parties involved if the damage was caused by a third party, and providing all information to EBTG and its insurer.
4. The Lessee cannot have a third party repair the Bike without permission from EBTG.
5. EBTG will assess the cause of the defect or damage and repair the Bike, unless it cannot be reasonably expected to do so. If the Bike cannot be immediately repaired EBTG will contact the Lessee within 48 hours to arrange a Bike exchange. The Lessee cannot derive any rights from this term. An exchange will only take place at the address provided by the Lessee on the registration form. An exchange at a service point is free of charge. In all other cases EBTG will charge a fee of €50. A maximum of one free exchange per three months applies; for others a fee of €50 will be charged. This does not apply when there is a defect to the motor.
6. Regular maintenance to the Bike is at the expense of EBTG. If, according to EBTG, any defect or damage found is a result of the use by or on behalf of the Lessee, the maintenance, repair, replacement or other costs will be charged to the Lessee. These costs will be charged by EBTG from the Lessee in accordance with the Table in Article 8.
7. In case of improper use of the Bike by the Lessee, EBTG has the right to take measures, including the immediate confiscation of the Bike, without affecting the Lessee's payment obligations. Improper use includes at least the following: use that conflicts with these General Terms & Conditions and use that conflicts with the normal use of a Bike, including using it when under the influence of narcotics such as alcohol en/of drugs, traffic violations, negligence and a lack of due care.
8. EBTG will only exchange or repair the Bike if the Lessee has fulfilled all their payment obligations in accordance with the agreement.
9. Lessees not present at the agreed time and place will be charged a fee of €50.

8. Damage, theft, liability and subscription type

1. The use of the Bike is entirely at the Lessee's own risk.
2. EBTG will inspect the Bike upon its return for possible stolen or missing parts. The replacement costs will be charged to the Lessee in accordance with Table 1 (amounts including VAT):

Table 1

Description	E-bike incl. damage coverage	E-bike incl. damage and theft coverage
Battery	€350	€350
Charger	€85	€85
Key or lock	€50	€50
Noord e-bike incl. original key	€650	€350
Noord e-bike excl. original key	€3500	€3500
E-bike to go incl. original key	€350	-
E-bike to go excl. original key	€2200	-

3. In case of the theft of model 'Noord' a deductible in accordance with Table 1 applies (**please note difference in amounts when original key is not presented**)
4. In case of the theft of model 'E-bike to go' a deductible in accordance with Table 1 applies 1 (**please note difference in amounts when original key is not presented**)
5. The contents of point 3 and 4 apply regardless of the subscription type and whether the Lessee has any payment arrears.
6. The Lessee will only receive a new Bike or Battery once the deductible has been paid.
7. The Lessee will be blocked and no longer be able to use a new Bike if they have been involved in two cases of theft.
8. If the Bike is recovered by the Lessee after a theft has been reported, they will be charged a processing and administrative fee of €50 instead of the deductible.
9. EBTG will charge the Lessee a fee of €75 if a Bike has to be picked up from the Bicycle Depot (*Fietsdepot*).

9. Duration and cancellation

1. The agreement applies for an indefinite period, unless the Lessee and EBTG agree otherwise in writing.
2. EBTG and the Lessee can cancel the agreement prematurely taking into account a notice period of four weeks. The Lessee can only cancel online via their personal MyBike environment.
3. The Lessee can return the Bike free of charge within seven days. They will only pay for damages made which are not subject to the agreed subscription. The lease fee paid for the first week will be returned within the first week after the Bike has been returned. Any paid delivery costs will not be reimbursed. The Lessee can only use this option once.
4. EBTG can partly or entirely cancel or dissolve the agreement with immediate effect and without legal intervention, and without having to pay compensation while retaining all its rights in the following cases:
 - a. The Lessee is not complying with all obligations in the agreement or these General Terms & Conditions, including by not paying the lease, costs or other fees based on the agreement in time;
 - b. The Lessee requests a temporary or definitive extension of payment or has been declared bankrupt or has been admitted to the law debt restructuring scheme for natural persons;
 - c. There are circumstances of such a nature that the agreement cannot be complied with or that EBTG cannot be expected to continue the agreement without change.
5. During the notice period as under point 2, the Lessee continues to owe the agreed fee for said term. EBTG will contact the Lessee within the notice period to discuss return of the Bike. The Lessee will schedule the Bike's return at the latest two weeks from the final return date. It should be returned at the latest on the final day of the notice period. The Lessee will cooperate fully with EBTG to ensure the Bike is returned.
6. Fees invoiced by EBTG before cancellation will still be due and become immediately claimable at the time of cancellation.
7. The Bike can be returned to an EBTG service point free of charge. The Bike can also be picked up by EBTG for a fee of €50.
8. If the Bike is not returned by the Lessee on the final day of the notice period, the following applies:
 - a. the cancellation will not be considered in effect if the Lessee continues to pay their fees in accordance with the agreement after this date. The agreement will continue unchanged;
 - b. the cancellation will be considered in effect if the Lessee does not continue to pay their fees in accordance with the agreement after this date and does not respond to reminders from EBTG to return the Bike within 14 days, during which term the Lessee owes the full lease fee for one term. After this term has expired, EBTG will consider the Bike to be stolen by the Lessee. In this case, EBTG has the right to claim the full purchasing value of the Bike from the Lessee in accordance with Article 8, point 3 of these conditions. Article 8 point 4 also applies.

10. Dissolution

1. Article 9 does not affect EBTG's statutory rights with regards to dissolution.
2. In case of dissolution the Lessee will return the Bike no more than two days after the dissolution date, in accordance with Article 9 point 6. If the Bike is not returned by the Lessee within this period, Article 9 point 8 sub a and b will apply, in which 'this date' refers to the dissolution date.
3. Fees invoiced by EBTG before dissolution will still be due and become immediately claimable at the time of dissolution. Amounts already received by EBTG are not subject to dissolution. EBTG is not liable to compensate the Lessee due to dissolution based on this article.

11. Privacy

1. To implement the agreement and keep the Lessee informed about use and maintenance of the Bike, EBTG processes information such as personal details of the Lessee, including a copy of their ID, in accordance with privacy legislation. EBTG will also check the credit rating of the Lessee based on their registration.
2. The Lessee agrees with the fact that the Noord model Bike is equipped with GPS and that the data will be used anonymously to optimise services. The location data cannot be linked to personal data unless an official request is made by an investigative body under the authority of the Public Prosecutor.

12. Ownership

1. The ownership of the Bike rests with EBTG. Upon cancellation of the agreement, the Lessee will hand over the Bike to EBTG. This obligation cannot be postponed.

13. Liability

1. EBTG is never compelled to compensate the Lessee for any damages other than damages payable in accordance with legislation. EBTG is not liable for damages of the Lessee resulting from improper use of the Bike and/or battery as in Article 7 point 7 of these General Terms & Conditions.
2. EBTG is only liable for damages resulting from a defect to the Bike if the defect was already present at the start of the agreement and EBTG knew or should have known about it, or if the defect developed after the start of the agreement but still falls under the responsibility of EBTG. EBTG is not liable for damages the Lessee can claim from their insurance or if the Lessee receives compensation in any other way, unless EBTG knew or should have known about the defect at the start of the agreement, or the defect was the result of intent or gross negligence on behalf of EBTG.
3. Any compensation to be paid by EBTG will never exceed the amount of the damages covered by insurance, if the damages are covered by its insurance company, plus deductible, or at least the invoice amount as paid by the Lessee under the agreement.
4. EBTG uses subcontractors for the implementation of the agreement, such as a hosting provider. EBTG is not liable for any shortcomings under the agreement if they are the result of shortcomings on the part of its suppliers.

14. Choice of law and authorised court

1. All transactions and agreements between EBTG and the Lessee fall exclusively under Dutch law.
2. Disputes between the parties about the agreement or about acts in connection with the agreement will only be submitted to the authorised court in the district of Amsterdam.

15. Changes

1. EBTG is authorised to change these general terms and conditions. EBTG must inform the Lessee of the new general conditions before they come into effect. If the amendment means that the Lessee is faced with substantial changes to the original performance, they are entitled to dissolve the agreement from the date on which the changed conditions take effect.