

# Terms and conditions EasyFiets - Lease

1. Definitions
  - 1.1. Subscription - The agreement between EasyFiets and Leaser for the use of the Bicycle as well as for other agreements.
  - 1.2. Terms and conditions - The terms and conditions apply to every lease customer of EasyFiets.
  - 1.3. Leaser - Any natural or legal person who is a customer of EasyFiets.
  - 1.4. Bicycle - The bicycle provided by EasyFiets to be used by Leaser.
  - 1.5. EasyFiets - EasyFiets located at the Haagweg 8, 211AA in Leiden, CoC number 70458146.
2. Applicability
  - 2.1. The Dutch version of the Terms and Conditions remains leading at all time. This version is made for communication purposes only.
  - 2.2. These terms and conditions apply to every Subscription between Lease and EasyFiets.
  - 2.3. All prices are including VAT.
3. Subscription
  - 3.1. Leaser will be provided with a Bicycle during the duration of the Subscription.
  - 3.2. The Bicycle comes with a ring lock and one key.
  - 3.3. EasyFiets is in the possession of the spare key. In case Leaser loses the key they can pick up the spare key at EasyFiets. The costs are €20.
  - 3.4. Leaser is not allowed to make a copy of the spare key. In case a previously lost key is found back, the key needs to be brought back to EasyFiets immediately.
  - 3.5. Leaser pays a deposit to EasyFiets for the Bicycle when the subscription is started.
4. Use of the Bicycle
  - 4.1. Leaser will take care of the Bicycle and use it in a normal way.
  - 4.2. In case Leaser notifies a defect on the bike, Leaser needs to bring the Bicycle directly to EasyFiets to get it repaired.
  - 4.3. Leaser is on its own responsible for a regular check-up of the bike.
5. Duration of the Subscription
  - 5.1. The duration of the Subscription is at least three months.
  - 5.2. The Subscription will be tacitly extended if the Bicycle is not returned to EasyFiets.
  - 5.3. The Subscription is monthly and directly terminable.
  - 5.4. The Subscription will be terminated when the Bicycle and key are handed in at EasyFiets.
  - 5.5. If the Subscription is temporary with an end date, Leaser is obliged to hand in the Bicycle at the right time. If the Bicycle is not handed in the contract will be tacitly extended.

6. Theft or loss
  - 6.1. In case of theft or loss of the Bicycle, Leaser is obliged to come to EasyFiets within 24 hours to declare the theft.
  - 6.2. The deposit will be withheld.
    - 6.2.1. If Leaser wishes to continue their Subscription a new deposit has to be paid.
    - 6.2.2. The new deposit will be higher than the old deposit.
  - 6.3. If Leaser is not able to hand in the key, EasyFiets will charge an extra €50 on top of the withholding of the deposit.
  - 6.4. If Leaser finds back his own Bicycle, EasyFiets will credit the newly paid deposit.
  - 6.5. If EasyFiets finds back the Bicycle, there will be no amount credited to leaser.
7. Damage
  - 7.1. Maintenance and repairs to the bike are included in the costs of the Subscription.
  - 7.2. If Leaser needs any maintenance or repairs to the Bicycle, Leaser can go to EasyFiets and get it fixed without any charges.
  - 7.3. If there is a suspicion that the damage is caused by reckless driving, EasyFiets holds the right to charge Leaser for the damage caused.
  - 7.4. In case of damage caused (partly) by a third party, Leaser needs to supply EasyFiets with the third party contact information and a situation description agreed on by both parties. An accident form can be found on [www.easyfiets.nl/europeanclaimform](http://www.easyfiets.nl/europeanclaimform). If no contact information is supplied the costs shall be charged to the Leaser.
8. Payments
  - 8.1. Leaser pays the costs for the Subscription as well as the first month at the start of the Subscription.
  - 8.2. Leaser is responsible for the monthly payments. The payment can be done in multiple ways.
    - 8.2.1. Direct Debit
      - 8.2.1.1. Leaser needs to give an authorization to collect the money via SEPA Direct Debit
    - 8.2.2. Prepaid
      - 8.2.2.1. If the Subscriptions ends, Leaser needs to come by EasyFiets to either extend the contract or hand in the bike.
    - 8.2.3. For business customers it's possible to fulfill the payment on invoice.
  - 8.3. The costs of the Subscription are paid in advance. In case Leaser is in possession of a Bicycle at the beginning of a month, Leaser is obliged to pay for that month.
  - 8.4. When the Subscription costs cannot be written off or are wrongfully cancelled, Leaser is legally in default. Leaser will receive an invoice to make the payment within 14 days. If the payment is not received within 14 days, EasyFiets has the right to call in the help of a collection agency. All extra costs and extrajudicial costs are at the expense of Leaser.
9. Trading in old bicycle

- 9.1. Leaser can get a discount on his Subscription upon handing in an old bicycle.
  - 9.2. The total discount will be determined by EasyFiets on case by case basis. Leaser and EasyFiets both need to agree to the given discount. If no agreement can be established the bicycle will not be taken in by EasyFiets.
  - 9.3. If Leaser deliberately hands in a bicycle not belonging to Leaser, the Subscription is cancelled immediately and the authorities will be notified.
10. Reliability
- 10.1. If Leaser agrees to the use of a Bicycle this will be regarded as proof that the Bicycle is functioning properly.
  - 10.2. If there is any doubt about the safety of the Bicycle. Leaser needs to contact EasyFiets directly.
  - 10.3. The use of the Bicycle is at the Leaser's own risk.
  - 10.4. EasyFiets is not liable for any damages by Leaser
  - 10.5. EasyFiets is not liable for any damage suffered by the Leaser as a result of using the Bicycle, unless there is intentional or gross negligence on the part of EasyFiets.
  - 10.6. Leaser is responsible for the timely notification of any defects or damages to the Bicycle.
11. Changes
- 11.1. These Terms and Conditions are subject to change. Leaser will be notified by email about any changes. EasyFiets will notify Leaser at least one month in advance.
  - 11.2. EasyFiets reserves the right to change the price of the Subscription. Changes to the pricing will be communicated at least two months in advance.
12. Termination of the Subscription
- 12.1. Leaser reserves the right to cancel the Subscription immediately if EasyFiets has repeatedly or seriously failed to fulfill its obligations as stated in the Terms and Conditions.
  - 12.2. EasyFiets reserves the right to terminate the contract immediately in the following cases:
    - 12.2.1. Reselling the Bicycle by Leaser to a third party.
    - 12.2.2. Rental or lease of the Bicycle by Leaser to a third party.
    - 12.2.3. Aggressive behaviour against employees of EasyFiets.
    - 12.2.4. Irresponsible, reckless or improper use of the Bicycle by Leaser.
  - 12.3. In case of termination of the Subscription in any of the cases as mentioned above, EasyFiets reserves the right to immediately claim the remaining payments from Leaser.
13. Digital data and privacy
- 13.1. Upon starting the Subscription of Leaser, EasyFiets will save some information about Leaser in a file.
  - 13.2. This information will be solely used for the performance of our services.
  - 13.3. EasyFiets can provide this information to third parties if this is in the interest of company management. Some examples are the processing of payments, invoicing or communication by email.

- 13.4. This information can be used for marketing purposes.
- 13.5. This information can be used for market research and statistical analysis.
- 14. Storage of digital information
  - 14.1. EasyFiets will store the information of Leaser during the duration of the Subscription.
  - 14.2. One year after terminating the Subscription, Leaser can make a request to delete the information.
  - 14.3. Leaser can at any time request insight in the information and request changes to Leaser's own information.
  - 14.4. Leaser should notify EasyFiets about any important changes.
- 15. Applicable law and disputes
  - 15.1. The Subscription and the Terms and Conditions are exclusively applicable under Dutch law.
  - 15.2. All disputes regarding EasyFiets and Leaser will be exclusively submitted to the authorized court in The Hague.