

General terms and conditions for rental by BeerBike

1. Applicability

These general terms and conditions (hereinafter referred to as TC) shall apply to all rental agreements entered into by BeerBike with lessees and relate to the materials referred to in this TC, unless expressly agreed otherwise.

2. Definitions

For the purposes of this TC:

Lessor: FeestFiets BE 0888 304 818
Balenbergstraatje 9
3128 Baal

Lessee: The natural or legal person who on the basis of a rental agreement leases Materials and/or Services from the Lessor for a certain period of time.

Driver: The natural or legal person who, on the basis of a Driver's Statement, manages Materials from the Lessor for a certain period of time.

Materials: All goods that the Lessor makes available for hire, as well as all related accessories.

Services: All Services provided by the Lessor for the Lessee (e.g. Designated Driver)

3. Rental period

The Materials are rented for a minimum period of 1 hour. The rental period starts on the rental date, as soon as the rented Materials leave the Lessor's domain and ends when the rented Materials return to that domain, unless the Lessor transports the rented Materials to the Lessee. In the latter case the rental period commences from the delivery of the BeerBike until the return of the BeerBike.

4. Tariffs

The Lessee is expected to know the rental rates used by the Lessor and to agree to them. The Lessee must pay the rental price in cash and in full before or at the start of the rental period, including a €150.00 deposit.

5. Deposit

The deposit paid before the start of the rental period will be refunded at the end of the rental period in the same way that it was paid. If damage to the rented Materials, whether intentional or not, is found as described in Art. 13. of this TC, otherwise material or immaterial damage has been caused to the Lessor, or if the BeerBike is not back at the agreed location on time, the deposit will be retained in full and, after repair or calculation of the costs, repairs and/or penalty, the surplus will be refunded to the account number of the person who paid the deposit.

6. Cancellation

If the Lessee has made a reservation with the Lessor and subsequently wishes to cancel this reservation, the Lessor can charge 30% of the rental sum for cancellation 3 weeks before the reserved date and claim 70% of the rental sum for cancellation 1 week before the reserved date. No cancellation fee will be charged for cancellations more than one month before the rental date.

7. Legitimation obligation

Before entering into the rental agreement with the Lessee or the driver's declaration with the Lessor, the Lessor can oblige the Lessee and the Driver to identify themselves by showing the Lessor one or more legally valid proofs of identity.

8. Usage

The Lessee and Driver will only use the Materials for the purpose for which they were manufactured. De Lessee and Driver will treat the Materials with due care and will also take care of appropriate and safe storage. The Lessee is obliged at all times to provide free access to buildings, yards or other places where the rented Materials are located to a person authorised by the Lessor to have the condition of those Materials inspected.

9. Transport

The rented Materials will only be delivered and collected by the Lessor. Also during the ride with the BeerBike it may not be recharged on another vehicle or pulled/pushed by another vehicle.

10. Operation

10.a. The Lessee declares to make sure that the Materials are delivered to him in good condition from the Lessor's warehouse. By entering into the rental agreement, the Lessee declares to be familiar with the operation of the Materials and acknowledges that the Materials he hires meet the purpose for which he hires the Materials.

10.b. If a malfunction occurs in or to the rented Materials during the rental period, the Lessee must immediately report this to the Lessor. The Lessee is not allowed to remedy malfunctions and/or carry out repairs to the rented Materials himself, unless this has been expressly agreed in writing between the parties. If malfunctions or defects in or to or of the rented Materials are not reported directly to the Lessor or not at all, the Lessee is fully liable for all damage resulting therefrom.

11. Defects and compensation

11.a. If the Lessee fails to arrive on time or at the agreed time and location of commencement of the lease period, the lease price will be due at all times for the lease period agreed in writing, whether or not by e-mail.

11.b. The Materials must be returned by the Lessee to the final location agreed upon in writing, whether or not by e-mail, no later than the date and time on which the agreed rental period ends, unless agreed otherwise in writing. If the Lessee has not returned the rented Materials at the latest on that end date/time, for whatever reason, as well as in the event of damage to the Materials, for whatever reason, the Lessee will be in default without any reminder or notice of default being required. In that case, the Lessee shall owe the Lessor compensation, without prejudice to his other obligations towards the Lessor. In the event of late return, this compensation amounts to the hourly rental price for each hour by which the agreed rental period is exceeded, plus 100% of that rental price. In the event of damage to the Materials, the Lessee shall owe the costs of repairing such damage as compensation, as well as the rental price per day for each day which will be involved in that repair, increased by 50% of that rental price.

11.c. If, as a result of late return by the Lessee and/or as a result of damage to the Materials, the Lessor should suffer a higher amount of damage than the amount of compensation which the Lessee would owe on the basis of the provisions in the previous paragraph, 11.b. of this article, the Lessor shall be entitled to claim this higher amount of compensation from the Lessee as well.

11.d. If the Lessee returns late to the agreed point, the guarantee will be retained in full and, after the costs have been calculated, the surplus of the guarantee will be refunded to the account of the person who paid the guarantee. If the costs are higher than the retained guarantee, an additional invoice will be drawn up to be paid by the Lessee.

12. Notification obligation

In the event of theft or loss of, or damage to, the Materials, the Lessee is obliged to immediately report this to the Lessor at the moment this theft, loss or damage has occurred. In the event of theft or loss, or in the event of damage due to acts of war, the Lessee shall immediately report this to the police of the municipality in which the theft or damage due to acts of war occurred and shall immediately send a copy of this report to the Lessor. If the Lessee does not comply with the obligations referred to in this article, he is obliged to compensate the Lessor for all damage which will be the result of the aforementioned events.

13. Damages

13.a. All damage caused to the Materials during the rental period, regardless of the cause or the circumstances, will be for the account of the Lessee if and insofar as compensation for such damage is not covered by any insurance taken out by the Lessee.

13.b. The Lessee is not permitted to fasten items in the rented Materials by nailing, stapling, screwing or otherwise. If the Lessee does not comply with this prohibition and causes damage as a result, the Lessee will be obliged to compensate the parts damaged by the Lessee as a result of violating this prohibition.

13.c. The Lessee is not allowed to have the rented Materials pushed, towed or transported by any other vehicle. If the Lessee does not comply with this prohibition, the guarantee will be withheld for any visible or invisible damage/exceptional wear and tear to the rented Materials.

13.d. The Lessee/Driver is not allowed to show reckless behaviour with the rented Materials. E.g. driving off a mountain without braking in time. Driving off stairs. Riding against poles. Driving through a one-way street in the wrong direction where cyclists are allowed to ride but no cars if the street is clearly not wide enough for a car to pass. And so on. If the Lessee does not comply with the above prohibition, the guarantee will be withheld for visible or invisible damage/exceptional wear and tear of the rented Materials.

13.e. In the event of any damage, however minor, the deposit will be retained in full and, after the costs have been calculated, the excess will be refunded to the account of the person who paid the deposit. If the costs are higher than the deducted guarantee, an additional invoice will be made out by the Lessee.

14. Insurances

14.a. The rented materials are insured by the Lessor against property damage to third parties, insofar as this results from the use of the rented object and insofar as a fault on the part of BeerBike has been proven.

- **Example 1:** If the Lessee/Driver rides into a car with the BeerBike, the damage is NOT insured by BeerBike.
- **Example 2:** If the BeerBike's Designated Driver rides into a car, the damage is insured by BeerBike.
- **Example 3:** If someone falls off the bike, the damage is not insured by BeerBike, except if the fall was caused by an error of BeerBike's Designated Driver. If the fallen person is drunk, the damage is not insured.

If it turns out that the Driver has used alcohol or any other substances that may influence alertness, any liability of BeerBike will lapse.

It is advisable to take additional insurance if the BeerBike is rented without a Designated Driver from BeerBike. Please consult your insurance broker.

14.b. The Lessee is liable for damage to the rented Materials, which were not detected at the start of the rental period, as well as for damage to the Lessor as a result of loss and/or theft during the rental period.

15. Civil Liability

The use of the Materials is entirely at the expense and risk of the Lessee. The Lessee must ensure that the rented Materials are managed by a Driver who has signed a driver's declaration drawn up by the Lessor. The minimum age of the Driver of the rented Materials is 18 years. This Driver is a road user and must therefore comply with the traffic laws. The Driver must be in possession of a valid permanent driver's license B in his/her name. The Driver is liable for damages caused by his/her carelessness.

16. Refusal right of the Lessor

The Lessor or delegate of the Lessor has the right at all times, without giving reasons, not to enter into a rental agreement or to unilaterally cancel or terminate it.

17. Usage by third parties

The Lessee is not allowed to rent out the rented Materials to third parties or to give them on loan, whether or not for a fee.

18. Sabam and copyrights

All costs relating to SABAM and copyrights, which arise from the performance of music by the Lessee, either mechanically or live, in public or private venues, as well as from the recording of that music on audio carriers, whereby this is performed and/or recorded via Materials made available by the Lessor, are entirely for the account of the Lessee, who furthermore indemnifies the Lessor against any possible claims in this regard by Sabam and copyrights.

19. Right of supervision

The Lessor has the right to have someone supervise the rented Materials.

This person can also stop the use of the rented Materials if necessary.

20. Advertising

It is forbidden to make the advertising panels of the rented property illegible or to remove them, among other things by hanging posters on the BeerBike advertising panels.

21. Booking

The reservation is confirmed by both the Lessor and the Lessee via email, post or text message.

22. Delivery and pick-up

It is the Lessee's responsibility to provide suitable locations for the loading and unloading of the BeerBike. This means: a location where we do not stop or obstruct traffic too much. Not a dead end street where we cannot turn. No one-way street with 1 lane. No lawn. Etc.

It has to be a location where we can easily manoeuvre, where the surface is paved and there is enough space and light. If the driver has to look for a suitable place to deliver, this time is included in the rented time of the BeerBike. If the driver has to look for a suitable place to pick up, so that we can charge late, the deposit will be deducted in full and after calculation of the costs, the surplus of the deposit will be refunded to the account of the person who paid the deposit.

23. Designated Driver

If a Designated Driver driver is hired from BeerBike, the start and end location should be the same and there should be enough space where the vehicle that delivers the BeerBike can park during the ride. If the driver has to search for a suitable place to deliver/park/pick up, this time is included in the rental time of the BeerBike.

24. Tap installation

If the tapping installation is rented, this means that Lessee provides a barrel herself. A bayonet connection is provided as standard (swivel head, used for stella, jupiler, primus, heineken).

It is up to the Lessee to let us know in good time if the barrel has a different connection (sliding head, used for maes, crystals...).