

Rental & cancellation policy - We Love Wheels

-You must be 18 years or older to conclude a rental agreement with us. For a group of 3 or more people, the 'main tenant' must be at least 20 years of age or older.

-The tenant is liable for the rented property (the main tenant in the case of groups).

Own risk

The use of the rented property is at your own risk & participation in tours is at your own risk.

Reservation and rental agreement

A rental agreement is only concluded after we have confirmed your reservation in writing and you have paid the full rental price.

Rental period

You can pick up the rented object on the start date of the rental period from 09:00 (for a tour 15 minutes before the start) at the agreed location, unless otherwise agreed in writing.

You must return the Rental Property to the agreed location before 5:30 pm on the end date of the Rental Period, unless otherwise agreed in writing. (With a tour a maximum of 15 minutes later than the pre-arranged time.)

You can only extend the rental period with our written permission. Our daily rates remain valid for the extension.

If you exceed the rental period without our written permission, you will owe the daily rate for each day that you exceed the rental period.

You may return the Rented Goods in the interim at the agreed location. In that case you are not entitled to a reduction of the rent.

Use

You use the rented property in a normal and careful manner and exclusively for which the rented property is intended, with due observance of any instructions we may have.

- ☒ You must provide suitable and safe parking.
- ☒ You may never leave the rented property unattended or unlocked.
- ☒ You are not allowed to go 'off road' or on the beach with the rented property.
- ☒ The rented object may only transport one person.
- ☒ Identification is required. You identify yourself before receiving the rented property if we request this.
- ☒ You may not make any changes to the rented property.
- ☒ As a good tenant, you take care of the rented property.
- ☒ You must return the rented property in good condition and without defects.
- ☒ You are not allowed to rent out or give use of the rented property to third parties.

Price and deposit

All prices communicated by us (on the website) are in euros, including VAT and subject to changes and/or errors.

On location you pay the full rental price before the start of the rental period in cash or by debit card. On the website you pay via the online options.

We may determine that you must pay a deposit prior to the rental period. You will be refunded the deposit by us after the rented property has been returned in good condition and on time. The deposit for an E-STEP is EUR 100. We may set off the damage amounts for which you are liable against the deposit. If the damage amount is higher than the deposit, you must pay the remaining amount.

You may deduct amounts from the deposit. No interest is paid on the deposit.

Cancellation

14 or more days before the start of the reservation:

☒ Cancel free of charge. You only owe the 2% service charge on the rental amount with a min of EUR 0.99 max of EUR 3.99.

Until 48 hours before the start of the reservation:

- Cancellation without giving any reason: in this case the renter owes We Love Wheels 25% of the total agreed rental rate. 75% of the agreed rental rate will be refunded within 5 working days.

- In the event of a weather warning/alarm issued by the KNMI (code yellow, orange or red), for the province of South Holland, the reservation can be moved free of charge to a date to be determined, up to one year after the booked date. This is subject to the condition that the payment of the canceled reservation will then be converted into a credit. There is therefore no refund of the monies paid.

From 48 hours or less before the start of the reservation:

Cancellation by the tenant is no longer possible, unless there is a weather alarm issued by the KNMI (KNMI Code RED) for the province of South Holland.

Bad weather?

- In the event of a cancellation due to very bad weather, the tenant owes We Love Wheels 25% of the total agreed rental rate. 75% of the agreed rental rate will be refunded within 5 working days.
- In the event of cancellation due to very bad weather, the tenant also has the option to reschedule the reservation free of charge, up to one year after the booked date. This is subject to the condition that the payment of the canceled reservation will then be converted into a credit for a next time. There is no refund of the monies paid.

If you want to cancel or reschedule your reservation, you can do so by sending an email to info@we-love-wheels.nl or by telephone.

We may terminate the rental agreement prior to the rental period. You will receive a refund of the rental price already paid within 7 days. In that case we are not obliged to compensate damage.

Posting

The rented property is in good condition and made available to you without defects.

If you believe that the rented property shows damage or defects, you must report this immediately when the rented property is made available to us. We will take note of this.

Traffic participation

The use of the rented property is at your expense and risk.

The driver of the rented property is a road user and must comply with Dutch legislation and regulations (including the Road Traffic Act) and the standards of decency that apply in traffic. You are liable for damage caused by negligence on the part of the driver of the rented property.

Repairs on the way

If during the rental period a repair has to be carried out to the rented object, you can contact us.

We will remedy the defects in the leased property, unless this cannot reasonably be required of us.

Theft and damage

- In the event of theft or loss, the tenant is liable for the current value of the rented property, not including the rent.

-In the event of theft, loss or damage of the rented property, you must immediately report this to us. In the event of theft, loss or damage as a result of vandalism, you must also report this to the police of the municipality in which the incident occurred. 'We Love Wheels' will then receive a copy of your declaration.

-You are liable for all damage to the rented property during the rental period, unless the damage is attributable to us.

Damage also includes theft, loss, damage due to natural influences, damage due to vandalism.

-The leased property is a utensil. Small damages are therefore for our account. Repair and replacement of parts in the event of greater damage will be charged to the renter.

- It is not allowed to make changes to the bicycle (it is also not allowed to attach your own bicycle trailer). It is not permitted to carry out repairs to the rented property without the permission of the landlord.

-In case of loss of a key, € 15.00 will be charged to the tenant.

To deliver

Delivery is in many cases possible if requested at least two days in advance. You can make a request for this via the text box 'comments' in the online reservation form. You will receive a new confirmation from us if delivery is possible. If you do not receive a new confirmation, delivery is not possible.

Reserved objects with day rental

These are available for you until 12:00, unless prepaid. After this, your reservation will expire and we are free to rent out the goods to third parties.

Disclaimer

1. You indemnify us against any claims from third parties who suffer damage through the use of the rented property and the cause of which is not attributable to us.
2. If third parties approach us, you will assist us both in and out of court and do everything that may be expected of you in that case. If you do not take any measures in this case, we may do so ourselves. All costs and damage that arise for us as a result, are entirely for your account and risk.

Liability

The tenant bears full legal liability for damage caused to third parties.
We are only liable for direct damage, which is directly and exclusively the result of a shortcoming on our part.
We are not liable for damage that has arisen because we have based on incorrect or incomplete information provided by you.
Our liability is always limited to the invoice value.
Our liability is in any case limited to the amount that our insurer pays out in that case.
The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on our part.

Alleged Abuse

The lessor is at all times entitled to confiscate the leased property after alleged abuse.

Force of the majority

In the event of force majeure, we are not obliged to fulfill our obligations.

Privacy Statement

We protect your personal data in accordance with the General Data Protection Regulation (GDPR). You can consult our Privacy Statement for more information.

Other

We have the right to change the Rental Conditions. You agree that the latest version of the Rental Conditions will always apply to our agreement.
If any part of these Rental Terms is void or voidable, that will not affect the validity of the remainder of the Rental Terms. The invalid part will be replaced by a provision that follows the content of the invalid provision as closely as possible.

Dutch law is exclusively applicable to all disputes that may arise from the rental agreements. Furthermore, only the Dutch court has jurisdiction to take cognizance of these disputes.

Version July 3, 2021

Place:

Date:

Sign: