



## **Product conditions – ‘Ontdek de E-bike’ individual**

1. These General Terms and Conditions shall be applicable as of 8 July 2019 to the application for and participation in the project ‘Ontdek de E-bike’.

### **Definitions**

2. The definitions defined hereinafter will be written in these General Terms and Conditions with a capital letter and have the following meaning in the context of these General Terms and Conditions:
  - a. Applicant: The natural person who applies for participation in the Project ‘Ontdek de E-bike’ and who provides personal data for that purpose, as well as agrees with the processing of his or her personal data by Zuid-Limburg Bereikbaar in accordance with the applicable privacy rules.
  - b. General Terms and Conditions: These general conditions, as well as the alterations and/or supplements to the General Terms and Conditions.
  - c. Cycle Center: The general partnership Cycle Center V.O.F., located in Valkenburg.
  - d. E-bike: The E-bike or Speed E-bike belonging to Cycle Center with electric motor supporting the pedalling up to a speed of 25 km/h (E-bike), respectively 45 km/h (Speed E-bike).
  - e. Customer Service Zuid-Limburg Bereikbaar: The digital and phone-based customer service the Applicant can contact for questions, comments or information about these General Terms and Conditions. Call charges apply to the phone-based Customer Service. These charges are partly depending on the telecom provider and the telecom subscription of the Applicant. Go to [www.zuidlimburgbereikbaar.nl](http://www.zuidlimburgbereikbaar.nl) for the contact information of the digital and phone-based Customer Service.
  - f. Zuid-Limburg Bereikbaar: The programme office of the partnership Zuid-Limburg Bereikbaar, located in Maastricht and place of business as stated on the website [www.zuidlimburgbereikbaar.nl](http://www.zuidlimburgbereikbaar.nl) or to be requested from the Customer Service of Zuid-Limburg Bereikbaar.
  - g. Project ‘Ontdek de E-bike’: A project to get familiar with the use of an E-bike as an alternative means of transport for commuter traffic in an easily accessible way.

### **General**

3. Zuid-Limburg Bereikbaar coordinates and facilitates the Project ‘Ontdek de E-bike’. This project is used to investigate the suitability of an E-bike as an alternative for the daily commute. Participation in the project is free of charge.
4. The products and/or services made available and/or provided by third parties are used for the execution of the Project ‘Ontdek de E-bike’. Zuid-Limburg Bereikbaar is not a party in the legal relationship between the Applicant and third parties with regard to the use, functionality and availability of products and/or services made available and/or provided for the execution of the Project ‘Ontdek de E-bike’, and does not assume any responsibility in this respect.
5. The E-bike and related services for reservation, delivery, pick-up and maintenance for the execution of the Project ‘Ontdek de E-bike’ will be made available and provided by Cycle Center. Zuid-Limburg Bereikbaar is not a party in the legal relationship between the Applicant and Cycle Center with regard to the use, functionality and availability of the E-bike, products and/or services made available and/or provided for the execution of the Project ‘Ontdek de E-bike by Cycle Center’, and does not assume any responsibility in this respect.

### **Application**

6. The Applicant is obliged to apply at Zuid-Limburg Bereikbaar for participation in the Project ‘Ontdek de E-bike’. In order to complete the application to participate in the Project ‘Ontdek de E-bike’, the Applicant gives Zuid-Limburg Bereikbaar and/or Cycle Center his/her consent to request the personal data, address information and employee number of the Applicant.



The Applicant must follow the instructions provided on the website [www.ontdekdeebike.nl](http://www.ontdekdeebike.nl) to complete the application.

7. Zuid-Limburg Bereikbaar and/or Cycle Center assess the application to determine whether the Applicant is eligible for participation in the Project 'Ontdek de E-bike'. Zuid-Limburg Bereikbaar and Cycle Center reserve the right to deny the Applicant participation in the project and/or to place the Applicant on a waiting list.
8. Zuid-Limburg Bereikbaar and/or Cycle Center do not bear liability in case of errors during the application for participation in the Project 'Ontdek de E-bike' or if the application process cannot be completed.

#### **Use of E-bike**

9. The Applicant will receive an E-bike on loan for the execution of the Project 'Ontdek de E-bike' during a project period to be indicated by Zuid-Limburg Bereikbaar in order to get an impression of the characteristics of riding, the quality and the user-friendliness of the E-bike.
10. By accepting these General Terms and Conditions and by using the E-bike made available to the Applicant, the Applicant declares to have received the E-bike in good condition and equipped with all accessories, bicycle bag, charger(s) and key(s).
11. The Applicant is obliged to take proper care of the E-bike, among other things by only using it on paved and appropriate roads, by not loading it any heavier than allowed, by not storing it at an unsafe location and by always locking it with the prescribed and present locks on the E-bike.
12. The Applicant is not allowed to transfer the management or the use of the E-bike to a third party. The right of loan of the E-bike is personal and cannot be transferred.
13. Once the participation of the Applicant in the Project 'Ontdek de E-bike' has ended, the Applicant is obliged to return the E-bike in good condition and equipped with all accessories, charger(s) and key(s) and to follow the instructions of Zuid-Limburg Bereikbaar and/or Cycle Center on the method of return.

#### **Use of Speed E-bike**

14. In case the Applicant uses a Speed E-bike within the framework of the Project 'Ontdek de E-bike', the Applicant must comply with the following provisions, in addition to Articles 9 up to and including 13:
  - a. Be in the possession of a moped licence (AM);
  - b. Be at least 16 years of age;
  - c. Wear an approved moped helmet (ECE 22.05 standard) or speed-pedelec helmet (NTA 8776:2016 standard) at all times. Consult the website of the NEN for more information on the speed-pedelec helmet: <https://www.nen.nl/NEN-Shop/Vakgebieden/Arbeid-Veiligheid/Speedpedelec-helm.htm>;
  - d. Only use the Speed E-Bike if it is equipped with a valid licence plate and the Applicant carries a corresponding registration certificate;
  - e. Meet all other legal obligations applicable to the use of a moped;
  - f. Not to exceed the prevailing speed limits:
    - 45 kilometres per hour on the roadway;
    - 40 kilometres per hour on the moped path outside the built-up area;
    - 30 kilometres per hour on the moped path within the built-up area.

#### **Damage and/or theft, fines**

15. Cycle Center has taken out general and theft insurance with ENRA with regard to the E-bike, in conformity with the policy conditions that can be consulted through the weblink: [www.ontdekdeebike.nl/voorwaarden](http://www.ontdekdeebike.nl/voorwaarden). By accepting these General Terms and Conditions, the Applicant declares to agree with the policy conditions and that he/she will observe the policy conditions at all times.



16. In case of damage to or theft of the E-bike, the Applicant must immediately contact the service desk of Cycle Center by telephone and follow the instructions provided by the service desk.  
Go to [www.ontdekdeebike.nl](http://www.ontdekdeebike.nl) for the contact information of the service desk of Cycle Center.
17. Damage caused by the use of the E-bike by the Applicant to third parties as a result of the use of the E-bike must be recovered from the Applicant's own liability insurance.
18. In the event of damage to the E-bike, the Applicant shall owe Zuid-Limburg Bereikbaar an excess of € 35 (thirty-five euros) per individual claim. If the damage to the E-bike is caused by unauthorized or excessive use, the Applicant owes Zuid-Limburg Bereikbaar the full repair costs.
19. In case of theft of the (Speed) E-bike, the User owes an excess to Zuid-Limburg Bereikbaar, unless the User can present the original supplied key(s) of the (Speed) E-bike and a report of the theft of the (Speed) E-bike to Zuid-Limburg Bereikbaar.  
The excess due is:
  - a. € 1.500,-- for a Folding Bike;
  - b. € 2.500,-- for an E-bike;
  - c. € 3.500,-- for a Speedbike;
  - d. € 5.000,-- for the Urban Arrow Family cargo bike and the Urban Arrow cargo bike.
20. The Applicant is liable for all fines (such as fines, parking taxes, retrospective levies and decisions relating to offences committed, as well as reminders, increases and collection costs relating to fines) imposed as a result of the use of the (Speed) E-bike during the period that the (Speed) E-bike was made available to the Applicant. These penalties and/or costs are entirely at the expense and risk of the Applicant, regardless of who they are formally imposed on.  
At the first request of Zuid-Limburg Bereikbaar, the Applicant is obliged to reimburse Cycle Center for the fine(s) and/or costs in question.

#### **Personal data**

21. By accepting these General Terms and Conditions, the Applicant gives Zuid-Limburg Bereikbaar explicit consent for the processing of his/her personal data. The processing of personal data of the Applicant by or through third parties engaged by Zuid-Limburg Bereikbaar will take place with due observance of the provisions included in the Privacy Statement of Zuid-Limburg Bereikbaar (free of charge available through [www.zuidlimburgbereikbaar.nl](http://www.zuidlimburgbereikbaar.nl) and the Customer Service) and the General Data Protection Regulation (GDPR).
22. By accepting these General Terms and Conditions, the Applicant gives Zuid-Limburg Bereikbaar permission to store his/her name and address, telephone number, email address and (profile) picture and to process these data to:
  - Inform the Applicant about the use of products and services of Zuid-Limburg Bereikbaar aimed to improve the mobility of the traveller and the regional and urban accessibility of Maastricht and South Limburg;
  - Periodically provide the Applicant with personal travel information;
  - Use and display the data in the online and offline means of communication of Zuid-Limburg Bereikbaar;
  - Contact the Applicant for research on improving the mobility in the region South Limburg;
  - Contact the Applicant directly for evaluation purposes, including the completion of surveys about initiatives of Zuid-Limburg Bereikbaar.
23. The Applicant has to notify Zuid-Limburg Bereikbaar as soon as possible during the participation in the Project on every change in personal data and/or address information or other data provided by means of the registration and/or application forms. The consequences of untimely notification of a change in the personal data shall be borne by the Applicant.

#### **Notification of Zuid-Limburg Bereikbaar and inquiry**



24. Zuid-Limburg Bereikbaar and/or Cycle Center inform the Applicant about the Project 'Ontdek de E-bike' by means of email notifications and through the website [www.ontdekdeebike.nl](http://www.ontdekdeebike.nl).
25. By accepting these General Terms and Conditions, the Applicant gives Zuid-Limburg Bereikbaar permission to contact him/her during and/or after the participation in the Project 'Ontdek de E-bike' has ended for survey activities and/or participation in new mobility projects with regard to the purchase and/or use of E-bikes for commuter traffic.

#### **Liability**

26. Zuid-Limburg Bereikbaar is, except for cases of intent and/or gross fault, not liable for direct and/or indirect damage as a result of and/or arising from the Applicant's participation in the Project 'Ontdek de E-bike'.
27. Without prejudice to the foregoing, the total obligation for compensation in an appropriate case where Zuid-Limburg Bereikbaar can be held liable, shall not exceed the amount equal to the actual costs for travelling in an alternative way, with a maximum of EUR 150 per individual damage case. The Applicant must substantiate the abovementioned costs with documentation.

#### **Supplements and alterations**

28. Zuid-Limburg Bereikbaar can alter and/or supplement its service provision, the related instructions and/or the General Terms and Conditions at all times. The Applicant will be notified in good time about supplements and alterations. The Applicant who does not accept a supplement or alteration must inform Zuid-Limburg Bereikbaar of this non-acceptance in writing within thirty (30) days following the notification concerned. Zuid-Limburg Bereikbaar is entitled to deny the Applicant's participation in the Project 'Ontdek de E-bike' within ten (10) days following the notification of non-acceptance.

#### **(Premature) termination of the Project 'Ontdek de E-bike'.**

29. Zuid-Limburg Bereikbaar may decide to terminate the duration of the Project 'Ontdek de E-bike' prematurely. The right of the Applicant to participate in the Project 'Ontdek de E-bike' expires automatically in the event of premature termination.

#### **Other and final provisions**

30. The Applicant can contact the Customer Service of Zuid-Limburg Bereikbaar directly through [www.zuidlimburgbereikbaar.nl](http://www.zuidlimburgbereikbaar.nl) and [klantenservice@zuid-limburg-bereikbaar.nl](mailto:klantenservice@zuid-limburg-bereikbaar.nl) or the phone-based Customer Service of Zuid-Limburg Bereikbaar for questions and/or information about these General Terms and Conditions.
31. In case the Applicant is approached by third parties within the context of providing information and/or interview(s) about the participation in the Project 'Ontdek de E-bike', the Applicant is obliged to inform the Customer Service.
32. Dutch law is of application to the legal relationship between Zuid-Limburg Bereikbaar and the Applicant.

These General Terms and Conditions have been filed with the registry of the District Court of Limburg, location Maastricht.

#### **ANNEX**

Terms and conditions of ENRA's bicycle and E-bike insurance AV-AG-15/03 (to be consulted via [www.ontdekdeebike.nl/voorwaarden](http://www.ontdekdeebike.nl/voorwaarden))



**Zuid-Limburg  
Bereikbaar.nl**