



1- Definitions

"Bicycle Owner" shall mean I Cycle Holland, its successors and assigns or any agent or other person acting on behalf of and with the authority of I Cycle Holland.

"Bike Hirer" shall mean the Bike Hirer or any person acting on behalf of and with the authority of the Bike Hirer.

"Equipment" shall mean Bikes and/or any other Equipment supplied on hire by the Bicycle Owner to the Bike Hirer (and where the context so permits shall include any supply of services) and is as described on the invoices, quotation, authority to hire, or any other work authorisation forms as provided by the Bicycle Owner to the Bike Hirer.

"Minimum Hire Period" shall mean the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by the Bicycle Owner to the Bike Hirer.

"Rental Price" shall mean the cost of the hire of the Equipment as agreed between the Bicycle Owner and the Bike Hirer subject to clause 3 of this contract.

2- Acceptance

Any instructions received by the Bicycle Owner from the Bike Hirer for the hire of Equipment and/or the Bike Hirer's acceptance of Equipment supplied on hire by the Bicycle Owner shall constitute acceptance of the terms and conditions contained herein.

Where more than one Bike Hirer has entered into this agreement, the Bike Hirers shall be jointly and severally liable for all payments of the Rental Price.

Upon acceptance of these terms and conditions by the Bike Hirer the terms and conditions are irrevocable and can only be amended with the written consent of the Bicycle Owner.

The Bike Hirer undertakes to give the Bicycle Owner at least fourteen (14) days notice of any change in the Bike Hirer's name, address and/or any other change in the Bike Hirer's details.

3- Rental Price And Payment

At the Bicycle Owner's sole discretion the Rental Price shall be either:

- as indicated on invoices provided by the Bicycle Owner to the Bike Hirer in respect of Equipment supplied on hire; or
- the Bicycle Owner's current Rental Price, at the date of delivery of the Equipment, according to the Bicycle Owner's current Rental Price list; or
- the Bicycle Owner's quoted Rental Price (subject to clause 3.2) which shall be binding upon the Bicycle Owner provided that the Bike Hirer shall accept in writing the Bicycle Owner's quotation within seven (7) days.

The Bicycle Owner reserves the right to change the Rental Price in the event of a variation to the Bicycle Owner's quotation.

At the Bicycle Owner's sole discretion a non refundable deposit may be required.

At the Bicycle Owner's sole discretion a bond may be required which shall be refunded upon return of the Equipment in a condition acceptable to the Bicycle Owner.

Time for payment for the Equipment shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due thirty (30) days following the date of the invoice.

At the Bicycle Owner's sole discretion:

- payment shall be due on delivery of the Equipment; or
- payment shall be due before delivery of the Equipment.

The date upon which the Bike Hirer advises of termination shall in all cases be treated as a full day's hire.

The Bicycle Owner reserves the right to charge the Bike Hirer two hundred euros (€200) to cover costs associated with cleaning and maintaining the Equipment where the Equipment has been used on beach sand or in salt water.

Where the Equipment will be used "off-road" the Bicycle Owner shall charge the Bike Hirer a surcharge of fifty percent (50%).

Payment will be made by bank deposit, or by money transfer, or by credit card (plus a surcharge of up to five percent (5%) of the Rental Price), or by cash, or by any other method as agreed to between the Bike Hirer and the Bicycle Owner.

BTW (VAT) and other taxes and duties that may be applicable shall be added to the Rental Price except when they are expressly included in the Rental Price.

4- Hire Period

The Bicycle Owner agrees with the Bike Hirer to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves the Bicycle Owner's or agent's premises and continue until the Bike Hirer notifies the Bicycle Owner or agent that the Equipment is available for collection, and/or until the expiry of the Minimum Hire Period, whichever last occurs.

No allowance whatever can be made for time during which the Equipment is not in use for any reason, unless the Bicycle Owner confirms special prior arrangements in writing. In the event of Equipment breakdown provided the Bike Hirer notifies the Bicycle Owner immediately, hiring charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Bike Hirer.

5- Delivery Of Equipment

The Bike Hirer takes possession of the Equipment at the Bike Hirer's nominated address.

Delivery of the rental equipment can, on the Bike Hirer's request, take place on the evening before the first rental day. This service is free of charge and the decision to meet with this request will be made by the Bicycle Owner exclusively.

The Bike Hirer shall make all arrangements necessary to take delivery of the Equipment whenever it is tendered for delivery. In the event that the Bike Hirer is unable to take delivery of the Equipment as arranged then the Bicycle Owner shall be entitled to charge a reasonable fee for redelivery.

Delivery of the Equipment to a third party nominated by the Bike Hirer is deemed to be delivery to the Bike Hirer for the purposes of this agreement.

The Bike Hirer shall be responsible for free access by the Bicycle Owner to the site on which the Equipment is located. If there are any delays due to free access not being available then the Bike Hirer shall be responsible and shall reimburse the Bicycle Owner for all lost hire fees associated with the Equipment being unavailable. The Bike Hirer shall also be responsible for all other expenses and costs incurred by the Bicycle Owner due to delays in access to the Equipment. The off-hire receipt will be issued when the Equipment is picked up by the Bicycle Owner or returned to the Bicycle Owner's premises or agent.

The failure of the Bicycle Owner to deliver shall not entitle either party to treat this contract as repudiated.

The Bicycle Owner shall not be liable for any loss or damage whatever due to failure by the Bicycle Owner to deliver the Equipment (or any of them) promptly or at all.

6- Risk

Cycling is considered a dangerous recreational activity therefore the Bicycle Owner shall not accept any responsibility for any damages (howsoever arising) that occur during the hire period.

The Bicycle Owner retains property in the Equipment nonetheless all risk for the Equipment passes to the Bike Hirer on delivery.

The Bike Hirer accepts full responsibility for the safekeeping of the Equipment and indemnifies the Bicycle Owner for all loss theft or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss theft or damage is attributable to any negligence failure or omission of the Bike Hirer. The Bike Hirer accepts full responsibility for and shall keep the Bicycle Owner indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons or damage to property arising out of the use of the Equipment during the hire period however arising and whether or not arising from any negligence, failure or omission of the Bike Hirer or any other persons.

7- Title

The Equipment is and will at all time remain the absolute property of the Bicycle Owner.

If the Bike Hirer fails to return the Equipment to the Bicycle Owner then the Bicycle Owner or the Bicycle Owner's agent may enter upon and into land and premises owned, occupied or used by the Bike Hirer, or any premises where the Equipment is situated as the invitee of the Bike Hirer and take possession of the Equipment, without being responsible for any damage thereby caused.

The Bike Hirer is not authorised to pledge the Bicycle Owner's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.

8- Defects

The Bike Hirer shall inspect the Equipment on delivery and shall immediately notify the Bicycle Owner of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Bike Hirer shall afford the Bicycle Owner an opportunity to inspect the Equipment within a reasonable time following delivery if the Bike Hirer believes the Equipment is defective in any way. If the Bike Hirer shall fail to comply with these provisions the Equipment shall be presumed to be free from any defect or damage. For defective Equipment the Bicycle Owner's liability is limited to, at the consumer's discretion either a refund of the hire Rental Price of the Equipment, or repair of the Equipment, or replacement of the Equipment.

9- Warranty

No Warranty is provided by the Bicycle Owner in respect of the condition of the Equipment or its fitness for any particular purpose. The Bike Hirer shall indemnify and hold harmless the Bicycle Owner in respect of all claims arising out of use of the Equipment.

While every effort has been made to ensure the accuracy of the provided maps and routes, I Cycle Holland cannot accept any responsibility for any loss or damage caused as a result of their use. The provided routes and maps were created with the most recently available OFM bike map data, however there may be discrepancies between what is shown on the map and actual conditions. I Cycle Holland assumes no responsibility for the accuracy of the information provided.

10- Bike Hirer's Disclaimer

The Bike Hirer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Bike Hirer by the Bicycle Owner and the Bike Hirer acknowledges that the Equipment is hired relying solely upon the Bike Hirer's skill and judgment.

11- Bike Hirer's Responsibilities

The Bike Hirer shall:

follow all instructions from the Bicycle Owner's tour guides (where applicable), ride within all sensible limits and keep a safe gap between themselves and other riders at all times. In the event the Bike Hirer fails to comply with this clause then they agree that they do so at their own risk and responsibility;

notify the Bicycle Owner immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Bike Hirer is not absolved from the requirements to safeguard the Equipment by giving such notification;

satisfy itself at Commencement that the Equipment is suitable for its purposes; operate the Equipment safely, only for its intended use, and strictly in accordance with the road code or any other applicable laws, and using all relevant safety gear, and in accordance with any instructions whether advised by the Bicycle Owner or supplied with the Equipment. Bike helmets are recommended and Holland approved lights at night are mandatory;

comply with all occupational health and safety laws relating to the Equipment and its operation;

on termination of the hire, the Bike Hirer shall deliver the Equipment complete with all parts and accessories clean and in good order as delivered, fair wear and tear accepted, to the Bicycle Owner;

keep the Equipment in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to lien over the Equipment ;

not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment; comply with all permit requirements related to use of the Equipment in National and Regional Parks.

immediately on request by the Bicycle Owner the Bike Hirer will pay:

- the new list Rental Price of any Equipment that is for whatever reason destroyed, written off or not returned to Bicycle Owner;
- all costs of repairing any damage caused by the ordinary use of the Equipment up to an amount equal to 10% of the new list Rental Price of the Equipment;
- the cost of repairing any damage to the Equipment caused by the negligence of the Bike Hirer or the Bike Hirer's agent;
- the cost of repairing any damage to the Equipment caused by vandalism, or (in the

Bicycle Owner's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Bike Hirer.

12- Cancellation

All cancellations must be received in writing via confirmed email.

Cancellation fees for all bike rentals and associated services:

- canceled more than 7 days before start of hire period: 10% rental/service fee with a minimum of € 50,00
- canceled within 7 days before start of hire period: 100% rental/service fee

The Bicycle Owner may cancel these terms and conditions or cancel delivery of Equipment at any time before the Equipment is delivered by giving written notice. On giving such notice the Bicycle Owner shall repay to the Bike Hirer any sums paid in respect of the Rental Price. The Bicycle Owner shall not be liable for any loss or damage whatever arising from such cancellation.

13- Security And Charge

Despite anything to the contrary contained herein or any other rights which the Bicycle Owner may have howsoever:

where the Bike Hirer and/or the Guarantor (if any) is the Bicycle Owner of land, realty or any other asset capable of being charged, both the Bike Hirer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Bicycle Owner or the Bicycle Owner's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Bike Hirer and/or the Guarantor acknowledge and agree that the Bicycle Owner (or the Bicycle Owner's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met;

should the Bicycle Owner elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Bike Hirer and/or Guarantor shall indemnify the Bicycle Owner from and against all the Bicycle Owner's costs and disbursements including legal costs on a solicitor and own client basis;

the Bike Hirer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Bicycle Owner or the Bicycle Owner's nominee as the Bike Hirer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 13.1.

General

If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

These terms and conditions and any contract to which they apply shall be governed by the laws of The Netherlands and are subject to the jurisdiction of the courts of The Netherlands.

The Bicycle Owner shall be under no liability whatever to the Bike Hirer for any indirect loss and/or expense (including loss of profit) suffered by the Bike Hirer arising out of a breach by the Bicycle Owner of these terms and conditions.

In the event of any breach of this contract by the Bicycle Owner the remedies of the Bike Hirer shall be limited to damages. Under no circumstances shall the liability of the Bicycle Owner exceed the Rental Price.

The Bike Hirer shall not be entitled to set off against or deduct from the Rental Price any sums owed or claimed to be owed to the Bike Hirer by the Bicycle Owner.

The Bicycle Owner may license or sub-contract all or any part of its rights and obligations without the Bike Hirer's consent.

The Bicycle Owner reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Bicycle Owner notifies the Bike Hirer of such change.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

The failure by the Bicycle Owner to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Bicycle Owner's right to subsequently enforce that provision.

The Bicycle Owner reserves the right to use photos taken during the activity for marketing purposes.

