



# General Terms and Conditions Commercial Lease Bicycle



Friesland Lease BV is the legal entity that uses Leasefiets as a trade name for all its activities relating to leasing bicycles and related vehicles and business.

These General Terms and Conditions for Company Lease Bicycle include a Friesland Lease cover layout for the partnerships that are carried out on behalf of Friesland Lease.



LEASEFIETS

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# General Terms and Conditions for Commercial Lease Bicycle

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# Table of contents

Definitions		Page 5
Article 1	Applicability and amendment	Page 7
Article 2	The offer	Page 7
Article 3	The documents of the Lease Agreement and their ranking	
Article 4	Legal relationship	Page 8
Article 5	Duration of the Lease Agreement and commencement of the Lease Period	Page 8
Article 6	Delivery of the vehicle	Page 9
Article 7	The Instalment and changes	Page 9
Article 8	Payment of the Instalment and other amounts	Page 10
Article 9	Installing accessories	Page 11
Article 10	Policy conditions	Page 11
Article 11	Use of the vehicle	Page 12
Article 12	Repairs and servicing	Page 12
Article 13	Replacement vehicle	Page 13
Article 14	Vehicle seizure and fines	Page 13
Article 15	Cancellation of Lease Agreement before end of Lease	Page 14
Article 16	Termination charge	Page 14
Article 17	Damage due to vehicle defects	Page 15
Article 18	Change of address	Page 15
Article 19	Applicable law	Page 15
Article 20	Amendment of the Lease Agreement	Page 15
Article 21	Joint and several liability	Page 15
Article 22	Returning the vehicle and settlement of the Lease Agreement	Page 15
Article 23	Purchase option	Page 16
Article 24	Final invoice	Page 16
Article 25	Transferability	Page 17
Article 26	Force majeure	Page 17
Article 27	Personal Data	Page 17

# Definitions

<b>Additional terms and conditions</b>	Terms and conditions agreed for certain customers in a separate document.
<b>Customer</b>	Natural person or legal entity acting in the course of a profession or business.
<b>Proof of effort / Receipt</b>	Proof of effort Document signed by you and the Supplier as proof of receipt of the vehicle. The date of delivery stated on this proof shall be the commencement date of the Lease Period..
<b>Friesland Lease B.V.</b>	The natural person or legal entity 'Leasing Company' that concludes, will conclude or has concluded an Operational Lease Agreement with you (hereinafter referred to by its trade name Leasefiets).
<b>Lease Contract</b>	The written or electronic document identifying the parties to the Lease Agreement and containing all the key elements of the Lease Agreement.
<b>Leasefiets</b>	The trade name of Friesland Lease B.V.
<b>Lease Agreement</b>	An agreement for Operational Lease of a vehicle. This includes the Lease Contract, any Additional Terms and Conditions, General Terms and Conditions and any Policy Conditions.
<b>Leasing Company</b>	The natural person or legal entity that concludes, will conclude or has concluded an Operational Lease agreement with you.
<b>Lease Period</b>	The period during which you have the right to use the vehicle pursuant to the Lease Agreement.
<b>Supplier</b>	The legal entity that delivers the vehicle in accordance with your specifications.
<b>Offer</b>	A formal offer to conclude an agreement, made at the request of the (potential) customer.
<b>Operational Lease</b>	The type of lease whereby ownership of the vehicle remains with Leasefiets and you are given the right to use the vehicle for a specific period of at least 12 months, unless otherwise agreed.
<b>Instalment</b>	The monthly amount to be paid. Leasefiets also refers to this as lease instalment, lease price or monthly payment.
<b>You</b>	The natural person or legal entity that concludes, will conclude or has concluded an Operational Lease agreement with Leasefiets.

**Vehicle**

The leased or to-be-leased object with at least two wheels without a licence plate or exclusively registered by the RDW (Netherlands Vehicle Authority) with a blue licence plate and therefore not permitted to drive at a speed exceeding 25 km/h, as well as an electric vehicle exclusively registered by the RDW with a yellow licence plate and therefore not permitted to drive at a speed exceeding 45 km/h, not including a car or similar motorised vehicle.

**Conditions**

Where reference is made to Conditions, this shall be construed as reference to a combination of the General Terms and Conditions, any Additional Terms and Conditions and/or Policy Conditions.

## Article 1 – Applicability and amendment

- 1.1 These General Terms and Conditions apply to all offers and Leasing Contracts of Leasefiets relating to operational leasing.
- 1.2 Leasefiets declares the most recent version of these terms and conditions applicable upon conclusion of the Lease Agreement.
- 1.3 Deviating or Additional Terms and Conditions shall only apply if they have been agreed in writing by you and Leasefiets.
- 1.4 If any provision of these General Terms and Conditions is null and void, the remainder of the General Terms and Conditions shall remain in force and the relevant provision shall be replaced by a provision that corresponds to the original intention of that provision, to the extent possible.
- 1.5 The policy conditions for the third-party insurance (WA) for registered vehicles, any Accident Insurance for Riders/Passengers (OOV/OIV) and the Legal Aid Recovery Insurance can be viewed on the 'leasefiets.nl' website under 'documents' and are deemed to be known and accepted by the Customer upon entering into the Lease Agreement if the vehicle is insured by Friesland Lease.
- 1.6 The terms and conditions and documents associated with the Lease Agreement may be amended by Leasefiets. The amended terms and conditions and documents shall only apply to new Lease Agreements, with the exception of amendments that are necessary due to changes in legislation and regulations and which you and Leasefiets have signed for approval.

## Article 2 – The offer

Leasefiets shall issue a written or electronic offer. The offer shall be dated and state the date on which it expires. The offer shall contain the key elements of the Lease Agreement. These shall be described sufficiently clearly, allowing the consumer to properly assess the offer. The offer shall always be issued subject to acceptance.

## Article 3 – The documents of the Lease Agreement and their ranking

The rights and obligations under the Lease Agreement are included in the following documents:

- In the Lease Contract. The document you are required to sign, containing your details and those of Leasefiets, such as:
  - the make, the type and the model of the vehicle;
  - the agreed Lease Period;
  - the applicable components and services;
  - the most important amounts and rates, such as:
    - the instalment applicable upon commencement of the Lease Agreement;
    - the amount of the deductible for damages, applicable upon commencement of the Lease Period;
    - the applicable terms and conditions;
  - In these General Terms and Conditions;
  - In the Additional Terms and Conditions, if any;

- In the Policy Conditions;
- In the Return Manual. These contain provisions on the procedure for returning the vehicle and on the settlement of any damage to the vehicle observed when it is returned.

Leasefiets shall add all documents setting out the terms and conditions of the Lease Agreement to the offer, list them in the Lease Contract and shall provide you with these prior to concluding the Agreement.

The terms of delivery of the vehicle Supplier do not form part of the Lease Agreement.

## Article 4 – Legal relationship

The purpose of the Operating Lease Agreement is to provide you with the right to use the vehicle. Leasefiets shall remain the owner of the vehicle. You are prohibited from alienating, pledging or otherwise encumbering a vehicle, from hiring it out or from giving it into use in any way to third parties or from using it for a purpose other than that for which it is intended, or from transferring rights and obligations arising from the contract to third parties.

## Article 5 – Duration of the Lease Agreement and commencement of the Lease Period

- 5.1 The Lease Agreement shall commence once Leasefiets has received the Lease Contract signed by you. Where a contract has been sent electronically (scanned, by email, web form and the like), 'signed' shall be understood to mean the approval required for that particular form.
- 5.2 If upon signing the Lease Contract the time of collection of the vehicle is not yet known, you will receive a message from Leasefiets or from the supplier of the vehicle once this is known.
- 5.3 The Lease Period commences on the day the vehicle is collected. A different commencement date applies if you do not collect the vehicle within five days of being informed by Leasefiets that the vehicle is ready for collection, and you and the representative of the supplier have signed the Proof of Effort / Receipt. In that case, the Lease Period will commence on the day after that five-day period.
- 5.4 The Lease Period ends when the agreed term has expired, if the Lease Agreement is terminated prematurely, or in accordance with these General Terms and Conditions. You will owe the cancellation fee as stated in article 15 of these General Terms and Conditions, except for when the Lease Period has expired.

## Article 6 – Delivery of the vehicle

- 6.1 The vehicle shall be delivered to the supplier of your choice or to a supplier selected by Leasefiets.
- 6.2 It is important to us that you take personal delivery of the vehicle at the supplier. Prior to delivery of the vehicle, both you and the supplier are required to sign [the Proof of Effort?]. Please also bring your proof of identity, allowing the supplier to verify your signature.
- 6.3 Upon delivery of the vehicle you will also receive information on the use and maintenance of the vehicle, as well as the Policy Conditions and procedures to be followed.
- 6.4 In case the vehicle that is ready for delivery has not been collected by you within a reasonable period, delivery shall be deemed to have occurred five (5) days after the you have been informed that the vehicle is ready for delivery.
- 6.5 Exceeding a delivery period stated by Leasefiets shall not constitute default by Leasefiets.



- 6.6 If the Lease Agreement is cancelled after Leasefiets has ordered the vehicle from the Supplier, and prior to delivery of the vehicle, cancellation costs may be charged to you if the Supplier charges costs to Leasefiets.

## Article 7 – The Instalment and changes

- 7.1 Subject to the conditions and limitations of the Lease Agreement, Leasefiets shall bear the following costs for the use of the vehicle (if included in the Lease Contract):
- costs of repairs and regular maintenance of the vehicle;
  - replacement of tyres in case of regular wear and tear;
  - premium for insurance or the cost of creating a provision for any damage to the vehicle as a result of collision, theft and other sudden external events (fire, theft and damage);
  - premium for the Accident Insurance for Riders/Passengers (OOV/OIV)
  - premium for the Legal Aid Recovery Insurance
  - costs of roadside assistance
  - any other costs, if stipulated in the Lease Contract.
- 7.2 All costs not included in the preceding list do not form part of the Instalment. For instance, the costs of battery charging and fines shall be for your account.
- 7.3 Leasefiets may change the Instalment after conclusion of the Lease Agreement in the following cases:
- if taxes or levies relating to ownership or use of the vehicle are changed after the Lease Contract has been signed. Examples of these taxes include VAT and Insurance tax;
  - if new taxes or levies relating to ownership or use of the vehicle are introduced after the Lease Contract has been signed.
  - if the purchase price of the vehicle is increased between signing the Lease Contract and delivery of the vehicle;
  - if between the signing of the Lease Contract and the delivery of the vehicle, the interest rate changes by more than 50 basis points (0.50%);
  - if the insurance premium changes;
  - if the specification of the vehicle has been changed at your request, or as a result of legal provisions.

The adjusted Lease Price shall apply from the date the conditions changed.

## Article 8 – Payment of the Instalment and other amounts

- 8.1 You shall pay the Instalment, including VAT, from the start of the Lease Period. This means from the moment you collect the vehicle, or if you have not collected the vehicle 5 days after the vehicle is ready for collection, from the first day after that 5-day period.
- 8.2 You shall pay the instalment until the end of the Lease Period, as provided for in article 5, and until you have returned the vehicle to Leasefiets or to a location specified by Leasefiets. If the Lease Agreement is terminated due to theft or total loss of the vehicle, the obligation to return the vehicle shall not apply.
- 8.3 The Instalment is paid per calendar month. If the Lease Period commences after the first day of a calendar month, or the Lease Agreement ends before the last day of a calendar month, the Instalment will be calculated over the number of days of the Lease Period in the relevant month.
- 8.4 The Instalment is due in advance; other amounts shall be due within 14 days after the invoice date. Payment of the monthly payments and other amounts can only be made by direct debit, with the exception of the cancellation fee. You must transfer this amount yourself. By signing the SEPA direct debit authorisation, you give Leasefiets permission to have the amounts due debited from your bank account.

- 8.5 Leasefiets will charge collection costs if you fail to pay an amount by the due date. In that case you will receive a reminder. To be able to charge collection costs if payment is not made following the reminder, Leasefiets will give you an additional 14 days to make payment. If you fail to pay within this period, Leasefiets will charge collection costs. The amount will depend on the amount due and is regulated in the Extrajudicial Collection Costs Compensation Decree. The reminder will point out these consequences of late payment, stating the amount of the collection costs.
- 8.6 If you do not pay the Instalment or other amounts on time, the agreement may be dissolved. If Leasefiets dissolves the Lease Agreement due to non-payment, the existing claim against you will be increased by the termination charge. This termination charge is equal to the cancellation fee as set out in article 16. A termination charge is due in addition to the other amounts. To be able to dissolve the Lease Agreement due to non-payment, you will first receive a registered letter, as well as a copy sent by regular mail or by email. The letter will offer you the opportunity to pay within 14 days, and inform you that Leasefiets may otherwise dissolve the Lease Agreement and that the aforementioned fee will be due as a result. If the Lease Agreement can be cancelled when this period expires, we refer to the cancellation settlement in article 15.
- 8.7 The invoices for the monthly payments and other amounts will be sent to the email address known to Leasefiets. If your email address changes, please inform Leasefiets immediately. Any invoices not received by you shall not affect your payment obligation.
- 8.8 In case the vehicle cannot be used for any reason, this shall not affect the payment obligations, unless Leasefiets has informed you in writing that the payment obligation is suspended.

## Article 9 – Installing accessories

- 9.1 You may install accessories or make other changes or additions to the vehicle, subject to written consent from Leasefiets. It must be possible to install and remove the accessories without causing damage to the vehicle. The accessories must be removed before returning the vehicle, unless Leasefiets has informed you otherwise. Insurance, maintenance, repair and replacement costs for accessories you have fitted shall be at your own expense.
- 9.2 If you do not remove any accessories you have installed, Leasefiets shall automatically become the owner of the accessories without compensation.
- 9.3 The vehicles may be fitted with advertising or equipment required for business operations, such as seatbelts, seats, thermoboxes and so on (only using the appropriate fasteners) and only supplied by the vehicle Supplier.
- 9.4 It is permitted to affix stickers to the vehicle. The stickers only form part of the Lease Agreement if they are the official stickers of the Supplier. Stickers other than the official stickers must be removed when returning the vehicle. If Friesland Lease has to remove the stickers and/or damage occurs due to removal (including colour differences), any related costs shall be passed on.

## Article 10 - Policy conditions

- 10.1 The risk of damage to the vehicle due to collisions and the like (fire, theft and damage) is covered by means of appropriate and comprehensive fire, theft and damage insurance (if included in the Lease Agreement). In some cases there is no cover for fire, theft and damage, and the damage may be recovered from you. The same applies to fire, theft and damage, which can be recovered from you if the rider's blood alcohol level exceeded the legal limit, or if the rider did not cooperate in an investigation.

- 10.2 The Lease Agreement includes Fire, Theft and Damage Insurance, Accident Insurance for Passengers and Legal Aid Recovery Insurance. The Policy Conditions apply. The Policy Conditions can be viewed on the website 'leasefiets.nl' under 'documents'.
- 10.3 Third-Party Liability (WA) Insurance has also been effected for a registered vehicle.
- 10.4 In case of a registered vehicle, the rider will answer the morality questions asked by the insurer. The insurer reserves the right to refuse the insurance or to attach additional conditions on the basis of the answers. If the insurer refuses the insurance, no Lease Contract can be concluded.
- 10.5 Where fire, theft and damage are covered, you pay a deductible for each claim, if the amount of the damage is equal to or higher than the deductible. If the amount of the damage is lower than the deductible, you pay the amount of the damage.
- 10.6 If the damage has been recovered from a third party, Leasefiets shall refund the deductible with respect to that damage.
- 10.7 The amount of the deductible is stated in the Lease Contract.
- 10.8 We consider theft of the vehicle as damage and you are required to act accordingly. You must immediately report theft to the police and return the two original keys to Leasefiets or to an insurance expert hired by Leasefiets. You must forward the police report to Leasefiets immediately after receiving it.
- 10.9 Please notify Leasefiets Lease immediately of theft or loss of keys, and you must also report this to the police. You must forward the police report to Leasefiets immediately after receiving it. Costs for replacement of keys shall be for your account. New keys can only be ordered from the Supplier. Duplicate keys must be reported to Leasefiets. In the event of loss of the keys, which requires replacement of the lock, the costs will be passed on to you. These costs are not covered by any insurance cover and/or deductible.
- 10.10 Damage to or loss of personal belongings located on the vehicle and/or accessories you have installed and which are not included in the Lease Agreement shall be for your account.
- 10.11 If damage is caused to third parties, this will be covered by the Corporate Liability Insurance (AVB) or Private Liability Insurance (AVP) or Company Insurance. Third-Party Liability (WA) insurance is not part of the Lease Agreement.
- 10.12 Any passengers in the vehicle must be secured using the original seatbelts and seats which are provided.

## Article 11 – Use of the vehicle

- 11.1 In general, you are expected to use the vehicle with due care. The vehicle should not be handled in such a manner that there is no cover according to the Policy Conditions or the separate provisions on fire, theft and damage cover.
- 11.2 If damage to the vehicle has occurred, the vehicle may no longer be used if this could worsen the damage.
- 11.3 For the purpose of the terms and conditions of the Lease Agreement, the acts and omissions of other riders or other users of the vehicle shall be for your account as if they were your own acts and omissions. You are liable for other users, therefore. If the vehicle is stolen, however, you will not be liable for what happens to the vehicle following the theft. A condition is that you (or the other user of the vehicle) immediately report the loss of the vehicle to the police and file a theft report.
- 11.4 The vehicle may be operated by anyone, unless the nature of the vehicle or the Road Traffic Act or other requirements prescribe a higher age, in which case that higher age or requirement shall apply. Leasefiets applies a minimum age of 18 for registered vehicles.
- 11.5 Before using the vehicle, the rider must at all times be dressed in accordance with the Road Traffic Act and safety instructions.

## Article 12 – Repair and servicing

- 12.1** You are responsible for keeping the tyre pressure and battery charge level at the prescribed level in accordance with the manufacturer's guidelines. Any related costs shall be for your account.
- 12.2** You are responsible for keeping track of when the vehicle requires servicing based on the manufacturer's maintenance schedule. As soon as the vehicle is due for a service according to the manufacturer's schedule, you should make an appointment with the authorised specialist retailer for the relevant make. You then either take the vehicle to the retailer or use the collection and delivery service of the authorised specialist retailer for the relevant make, in which case you must pay any collection and delivery charges. To avoid any misunderstandings regarding payment of the costs, you must inform the authorised specialist retailer that the vehicle is the property of Leasefiets and that it must request the prior consent of Leasefiets to carry out maintenance. If the vehicle is abroad when it requires servicing according to the maintenance schedule, maintenance may be postponed until the vehicle has returned to the Netherlands.
- 12.3** If the vehicle has a defect that requires repair, you may also have this repaired, after making an appointment, at the authorised specialist retailer for the relevant make. Again, you must make clear that the vehicle is the property of Leasefiets and that permission must be requested from Leasefiets, when offering the vehicle for repairs.
- 12.4** Leasefiets will pay the costs of repairs or servicing directly to the authorised specialist dealer for the relevant make, provided Leasefiets has given its prior consent for the repairs or servicing. You pay the costs of repairs and maintenance abroad authorised by Leasefiets. You must request an invoice in the name of Leasefiets. Please send this (original) invoice to Leasefiets along with proof of payment.  
The costs will be reimbursed by Leasefiets up to the amount authorised by Leasefiets.
- 12.5** The Lease Contract states whether repairs and maintenance costs are included in the instalment.
- 12.6** If you make use of a collection and delivery service provided by the specialist dealer for repairs and maintenance, any costs charged in this respect shall be for your account. This also applies to any additional costs if the vehicle cannot be collected or delivered at the agreed time.

## Article 13 – Replacement vehicle

- 13.1** The Lease Contract states whether a replacement transport (bicycle) is included in the Instalment.
- 13.2** If you would like a replacement bicycle for the duration of the maintenance or repairs, the authorised specialist retailer for the relevant make will provide it. Costs of a replacement bicycle shall be borne by Leasefiets if the work takes longer than 24 hours, counting from the time that you present your lease bicycle, after making an appointment, to the authorised specialist retailer for the relevant make, and this has been included in the Lease Contract. If the authorised specialist retailer does not have a replacement bicycle available for the relevant make, you cannot claim replacement transport via Leasefiets.
- 13.3** Costs for a replacement bicycle that are not included in the Lease Agreement, as well as costs for late return of the replacement bicycle shall be for your account.
- 13.4** The authorised specialist retailer for the relevant make shall endeavour to provide a replacement bicycle as similar as possible. If this is not possible, a different type of replacement bicycle will be used. Settlement of the cost of the - possibly less luxurious - replacement bicycle and your own lease bicycle is not possible.
- 13.5** In the event of damage and/or unexpected repairs abroad, you shall only be entitled to a replacement bicycle if the European breakdown service can arrange this for you.

- 13.6 If the cost development of the vehicle is excessive, Leasefiets shall be entitled to have the vehicle permanently replaced by a vehicle of an identical or similar type and model, for the remainder of the contract. This will be determined in consultation with you.

## Article 14 – Vehicle seizure and fines

- 14.1 If the vehicle is seized, or is likely to be seized, you must immediately inform the seizing party that the vehicle is not your property, but rather the property of Leasefiets. Furthermore, you shall immediately inform Leasefiets of the seizure, and pass on the details of Leasefiets to the seizing party. You authorise Leasefiets, at its request, to do whatever is necessary to end or prevent the seizure. If the seizure continues after the end of the Lease Agreement, you shall remain liable to pay the Instalment until Leasefiets has taken possession of the vehicle again, free from seizure.
- 14.2 You are liable for all fines and the consequences of other measures related to the use of the vehicle. Fines and the like will be issued directly to you by the fine-collection authorities. You are responsible for proper and timely settlement of the fine.

## Article 15 – Cancellation of Lease Agreement before end of Lease Period

- 15.1 You may terminate the contract prematurely, provided that you give Leasehold at least two months' notice in writing and pay Leasehold a cancellation fee. This fee will be determined by recalculating the Lease Instalments, which will be calculated on the basis of historical principles and the actual period elapsed. Recalculation shall take place retroactively from the date on which the vehicle was made available. The sum of the Lease Instalments that have actually expired - on the basis of the recalculation - will be reduced by the Lease Instalments already paid. If Leasefiets incurs additional costs in respect of early termination of the Lease Agreement, Leasefiets shall at all times be entitled to charge you for these additional costs and shall provide you with a breakdown of these costs.
- 15.2 Without prejudice to the right of Leasefiets to dissolve the contract in such an event, cancellation of a vehicle you have ordered and your refusal to take delivery of this vehicle shall be considered early termination on your part. In that case, you shall be obliged to fully indemnify Leasefiets. This compensation consists of payment of all costs, damage and interest resulting from early termination, including legal and other assistance.
- 15.3 Are you forced to terminate the Lease Agreement because payment of the Lease Instalments is no longer possible through no fault of your own? Please inform Leasefiets thereof and provide written documents to substantiate this. In consultation with you, Leasefiets will seek a reasonable solution for paying the cancellation fee, for instance by offering a payment plan. If a payment plan is agreed, the obligation to pay the cancellation fee before the day of cancellation no longer applies.

## Article 16 – Termination charge

- 16.1 Leasefiets may dissolve the agreement if you have not paid the Instalment or other amounts, even after having been offered the opportunity to do so. Leasefiets will notify you in good time prior to such dissolution. Leasefiets may also dissolve the agreement if:

- You are declared bankrupt or if the Debt Rescheduling Natural Persons Act applies to you;
- you move abroad;
- you are placed under guardianship or receivership;
- the vehicle has been stolen and has not been returned within 30 days of it going missing;
- the vehicle is damaged to such an extent that it is unjustifiable to repair the vehicle from a technical or economic point of view. The statutory options for termination also apply in full. If Leasefiets wishes to dissolve the Lease Agreement due to your moving abroad, it shall point out the cancellation settlement in article 15 before doing so. If the theft or total loss of the vehicle is covered by the insurance company or can be fully recovered from a third party, no termination charge shall apply.

**16.2** The termination charge is calculated in the same manner as set out in article 15.

## Article 17 – Damage due to vehicle defects

If the vehicle has a defect, Leasefiets shall only be liable for damages resulting therefrom if Leasefiets was aware or should have been aware of the defect when it entered into the Lease Agreement, or if the cause of the defect can be attributed to Leasefiets.

## Article 18 – Change of address

If you move house, you must inform Leasefiets of your new address. If your email address changes, you must also inform Leasefiets accordingly. Leasefiets may send all messages intended for you to the last address and/or email address you provided until you have notified them of the changes. You are also required to notify Leasefiets if you have a new telephone number. These changes must be made in writing or by email.

## Article 19 – Applicable law

The Lease Agreement is governed by Dutch law. Any disputes shall be settled by the competent court within whose jurisdiction Leasefiets has its place of business.

## Article 20 – Amendment of the Lease Agreement

If there is reason to do so, Leasefiets may amend the Lease Agreement in consultation with you. This amendment shall be in writing.

## Article 21 – Joint and several liability

If several persons or legal entities act as your representative, each of these persons or legal entities shall be jointly and severally liable for payment of the lease price, as well as for any costs and/or damages resulting from failure to properly comply with the contract.

## Article 22 – Returning the vehicle and settlement of the Lease Agreement

- 22.1** You must return the vehicle on the last working day of the Lease Period. If the last day or days of the Lease Period fall on a weekend or public holiday, you must return the vehicle prior to the weekend or public holiday(s). Therefore, you will not be able to use the vehicle on that last day or days of the Lease Period. In that case, the amount of the Instalment for that day or days will be refunded to you.
- 22.2** To return the vehicle, you must make an appointment with Leasefiets or its representative in good time before the end of the Lease Period. Leasefiets will then inform you where to return the vehicle.
- 22.3** If you fail to return the vehicle in time, you shall remain liable to pay the Instalment until the vehicle has been returned.
- 22.4** Upon returning the vehicle, an employee of Leasefiets or of the supplier to which the vehicle must be returned will assess together with you whether the vehicle is damaged, clean and whether all accessories, parts and documents supplied with the vehicle are present. The result of this assessment will be recorded in a return report. You are not obliged to be present at the assessment, but in the event of a difference of opinion with respect to the correctness of the return report, you must prove that the report is incorrect.
- 22.5** Stickers and advertisements attached to the vehicle must be removed before returning it. If the stickers or advertising have not been removed when the vehicle is returned, Leasefiets will remove them and charge the costs to you.
- 22.6** If damage is observed upon return of the vehicle, it shall first be determined whether you have previously reported the damage or soiling to Leasefiets or its insurer. If this is the case, the damage shall be processed in accordance with the provisions of article 10. If the damage has not been reported, Leasefiets shall assess whether this will be for your account. In doing so, it shall apply the standards set out in the Leasefiets return instructions (hereinafter to be referred to as: the return manual). The return manual contains a description of the damage and soiling most commonly found when vehicles are returned. The extent to which you are liable for such damage is stated in each case. If the damage is not listed in the return manual, the assessment of Leasefiets shall apply.
- 22.7** You are liable for the repair costs for each damage occurrence, up to the amount of the deductible. This shall also apply in case of several occurrences of damage for one claim.

## Article 23 – Purchase option

- 23.1** You have the right of first refusal to purchase the vehicle. If you wish to exercise this right, you can request the price at which you can acquire the vehicle from Leasefiets at least 1 month before the end of the Lease Agreement.
- 23.2** The right of first refusal to purchase shall only apply if you have transferred the purchase price to Leasefiets before the official end date of the Lease Agreement.
- 23.3** Ownership will be transferred once you have fulfilled all obligations arising from both the contract and the right of first refusal to purchase.

## Article 24 – Final invoice

A final invoice will be drawn up after the vehicle has been returned. The final invoice includes the settlement of any unreported damage observed upon return and the settlement of any monthly instalments paid in advance. The final invoice will be debited automatically and will not be set off against any deposit.

## Article 25 – Transferability

- 25.1 If you wish to transfer your powers, rights, privileges and actions ensuing from a contract to a third party (including a natural person), this shall require the written cooperation of Leasefiets. Leasefiets may attach further conditions and costs to its cooperation.
- 25.2 Leasefiets shall be entitled to pledge or transfer all claims, powers, rights, privileges and actions relating to the contract to a third party. You declare to cooperate with such a transfer or pledge and that in the event of such a transfer, said third party may exercise all rights conferred on Leasefiets under this Lease Agreement, against you.

## Article 26 – Force majeure

If Leasefiets is prevented from performing the contract due to a non-attributable shortcoming, Leasefiets shall be entitled to dissolve the contract without judicial intervention by registered letter or to suspend its obligations under the contract until the relevant force majeure has ceased to exist, without Leasefiets being required to pay any damages. A shortcoming shall in any case not be attributable to Leasefiets if it is caused by late delivery by the importer/factory/supplier/user to Leasefiets, obstructive government measures, strikes, staff shortages, damage to the vehicle between the time the contract was entered into and the time of delivery.

## Article 27 – Personal data

- 27.1 Your personal data shall be processed in accordance with the General Data Protection Regulation and the Privacy Statement of Leasefiets. This statement is located at the bottom of the website under the heading 'privacy & cookies'.
- 27.2 Leasefiets reserves the right to process personal data and to provide these to third parties if this is necessary for the performance of the agreement and/or if there is a legitimate interest.



## Questions?

Please contact us.  
Call, send an email or chat with us. We look forward to helping you.

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