



LEASEFIETS

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# General Terms and Conditions for Lease Bicycle Private Use

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# Definitions

<b>Leasefiets</b>	The trade name of Friesland Lease BV under which the Private Lease offer is made in collaboration with ENRA Verzekeringen (Insurance).
<b>Consumer</b>	Natural person not acting in the course of a profession or business.
<b>Friesland Lease BV</b>	The natural person or legal entity 'Leasing Company' that concludes, will conclude or has concluded a (Private) 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>Lease Agreement</b>	An agreement for a Private Operational Lease of a vehicle.
<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>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>Private Lease</b>	Lease for private use. Leasefiets has opted for use of the Dutch term for Private Lease [Privé Lease].
<b>Instalment</b>	The monthly amount to be paid. Leasefiets also refers to this as a lease instalment, lease price or monthly payment.
<b>You</b>	The natural person who concludes, will conclude or has concluded a (Private) Operational Lease agreement with Leasefiets.
<b>Vehicle</b>	The leased or to-be-leased object having at least two wheels, without a licence plate or exclusively registered by the RDW with a blue licence plate and therefore not permitted to drive at a speed exceeding 25 km/h. As well as electric vehicles 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.
<b>Conditions</b>	Where reference is made to Conditions, this shall be construed as a combination of the General Terms and Conditions and/or Policy Conditions.

## Article 1 – **Applicability and amendment**

- 1.1 These General Terms and Conditions apply to all Lease Agreements for private Operational Lease (so-called Private Lease) of (electric) vehicles, concluded between you and Leasefiets.
- 1.2 Leasefiets declares the most recent version of these terms and conditions applicable upon conclusion of the Lease Agreement. The applicable version is stated in the Lease Contract.
- 1.3 Deviating 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); the Fire, Theft and Damage Insurance; and, the Accident Insurance for Passengers can be viewed on the Leasefiets website ([www.leasefiets.nl](http://www.leasefiets.nl)).
- 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 contains the most important 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. Leasefiets has outsourced the acceptance process to EDR Credit Services.

## 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, and that sets out the most important elements of the Lease Agreement, such as:
  - the make, the type and the model of the vehicle;
  - the agreed Lease Period;
  - 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;
  - where applicable: the contract and administration costs for processing the application;
- In these General Terms and Conditions.
- In the Additional Terms and Conditions, if any.
- 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.
- In any additional terms and conditions on special subjects, such as Policy Conditions.

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.

## Article 4 – Registration of the agreement and payment arrears

Leasefiets will not report the Lease Agreement, the associated financial obligations and any payment arrears to the Credit Registration Office (Stichting Bureau Krediet Registratie (BKR)).

## 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 you have signed. 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** Within 14 days after you have signed and dated the Lease Agreement or within 14 days after Leasefiets has received the lease contract signed by you, you may terminate the agreement without charge. Please complete the withdrawal form - which you received from Leasefiets upon conclusion of the Lease Agreement - and send it to Leasefiets within the 14-day period. Instead of the withdrawal form, you may also use any other statement clearly stating that you are cancelling the Lease Agreement.
- 5.3** You can only collect the vehicle once the cooling-off period has expired. Is the vehicle already available, and would you like to collect it immediately? If so, you can waive your cooling-off period. You do this by signing the Lease Contract and the cooling-off period waiver in the presence of an employee of Leasefiets or a person authorised by Leasefiets, stating in writing that you wish to have immediate access to the vehicle.
- 5.4** You may collect the vehicle once the cooling-off period has expired. Without having terminated the Lease Agreement. Or if the cooling-off period has expired because you have signed the Lease Contract and the Cooling-Off Period Waiver in the manner referred to in article 5.3, any down payment has been made and the vehicle is ready for collection. 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.
- 5.5** 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 after you have been notified by Leasefiets or the supplier that the vehicle is ready for collection. In that case, the Lease Period will commence on the day after that five-day period.
- 5.6** The Lease Period ends when the agreed term has expired, if the Lease Agreement is terminated prematurely, or is cancelled 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 dealer of your choice or to a dealer selected by Leasefiets.
- 6.2** To us it is essential that you take personal acceptance of the vehicle from the supplying dealer. Prior to delivery of the vehicle, both you and the dealer must sign the Proof of Effort. Please also bring your proof of identity, allowing the dealer to verify your signature.
- 6.3** 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 days after the you have been informed that the vehicle is ready for collection.

## Article 7 – The instalment, changes and deposit

- 7.1** Subject to the conditions and limitations of the Lease Agreement, Leasefiets shall bear the following costs for use of the vehicle:

- 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 and 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 only 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. These increases in the instalment may also be made within 3 months of signing the Lease Contract.
- If new taxes or levies relating to ownership or use of the vehicle are introduced after the Lease Contract has been signed. These increases may also be made within 3 months of signing the lease contract.
- if the purchase price of the vehicle is increased between signing the Lease Contract and delivery of the vehicle. If the instalment is increased on this basis, you may terminate the Lease Agreement in writing without further charges within 14 days after Leasefiets has informed you of the increase. This increase may also occur within 3 months of signing the lease contract.
- if the insurance premium changes.

**7.4** No deposit is required under the Lease Agreement.

## 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 that 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. 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 are 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 have failed to pay an amount by the due date. In that case, you will receive a reminder. In order to charge collection costs if payment is not made following the reminder, Leasefiets will give you an additional 14 days to effect payment. If you fail to pay within this period, Leasefiets will charge collection costs. The amount of the collection costs 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

cancellation fee. This cancellation fee is equal to the termination charge as set out in article 15. The cancellation fee 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 states that you must pay within 14 days, 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 terminated upon expiry of this period, we refer to the cancellation settlement in article 15.1.

- 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, you must 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, provided you have received 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 for your account.
- 9.2** If you do not remove any accessories you have installed, Leasefiets shall automatically become the owner of the accessories without compensation. Insurance, maintenance, repair, replacement assembly and removal costs for accessories you have fitted shall be for your account.

## 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. In some cases there is no cover for fire, theft and damage, and the damage may be recovered from you. These concern cases where insurers usually do not provide cover for theft, fire and damage. 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 (for registered vehicles), Accident Insurance for Riders and Legal Aid Recovery Insurance. The Policy Conditions apply. The policy conditions can be viewed on the website of Leasefiets ([www.leasefiets.nl](http://www.leasefiets.nl)).
- 10.3** 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.
- 10.4** If the damage has been recovered from a third party, Leasefiets shall refund the deductible with respect to that damage.
- 10.5** The amount of the deductible is stated in the Lease Contract.
- 10.6** Leasefiets has opted to include by default an Accident Insurance for Riders and Legal Aid Recovery Insurance in the Lease Agreement. The policy conditions available at [www.leasefiets.nl](http://www.leasefiets.nl) apply to the part relating to the Accident Insurance for Riders.
- 10.7** We consider theft of the vehicle as damage and you are required to act accordingly. Furthermore, you must immediately report theft to the police and return the two keys to Leasefiets or to an insurance expert hired by Leasefiets. You must forward the police report to Leasefiets immediately after receiving it.

- 10.8** Please notify Leasefiets 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.
- 10.9** 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.

## 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 increase 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 prescribes a higher age, in which case that higher age shall apply. Leasefiets applies a minimum age of 21 for high speed e-bikes.

## Artikel 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. 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 dealer for the relevant make. You must then take the vehicle to the retailer. 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 they 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, servicing 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 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 retailer 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 costs of repairs and maintenance are not included in the lease price for mountain bikes (MTB/ATB) and racing bikes, if this is explicitly stated in the Lease Agreement.

## Article 13 – Replacement vehicle

A replacement vehicle does not form part of the private Lease Agreement.



## 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 correct and timely settlement of the fine.

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

- 15.1** You may cancel the Lease Agreement prematurely, at the earliest on the first day of the second year of the Lease Period. You must observe a minimum notice period of one (1) month. To cancel, send a letter to Leasefiets (Leasefiets, Team Privé Lease, PO Box 725, 9200 AS Drachten). If you concluded the Lease Agreement by email or via the Internet, you may also cancel it by email (privelease@leasefiets.nl). If you cancel, you are required to pay a cancellation fee. The cancellation fee and all other outstanding amounts must be paid before the date of cancellation. If payment has not been made, cancellation shall have no effect and the Lease Agreement will continue until it is terminated in another way.
- 15.2** 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.
- 15.3** For each month that the Lease Agreement is terminated before the end date of the Lease Period, you will pay a fixed cancellation fee of 50% of the total remaining monthly instalments. In addition, any unreported damage upon returning the vehicle will be settled with you.
- 15.4** If a calculation shows that recalculation of the Lease Period to a shorter term would be more favourable for you than the fixed cancellation fee of 50%, the option of recalculation will be selected.
- 15.5** If you enter into a new private Lease Agreement with Leasefiets for at least the same term as the original term of the Lease Agreement to be prematurely terminated, a maximum cancellation fee of 25% of the total remaining monthly instalments shall apply.
- 15.6** If you wish to terminate the Lease Agreement within the first year, you must pay 100% of the monthly instalments up to and including the 12th month of the Lease Period, plus the cancellation fee as referred to in article 15.3.

### Calculation of fixed cancellation fee percentage

Suppose you have a private Lease Agreement for a period of 36 months, with a monthly payment of € 89 and you wish to terminate the Lease Agreement after 24 months. In that case, the fixed cancellation fee is  $50\% \times 12 \text{ months remaining term} \times € 89 = € 534$ .

### Calculation through recalculation

The recalculation shows that for a period of 24 months a monthly payment of € 104 applies. Settlement based on the recalculation means for you an amount of 24 months x (€ 104 - € 89) = € 360.

### Final cancellation fee

As the calculation of the cancellation fee through the recalculation is more advantageous for you, this option is selected. You must pay the calculated cancellation fee by transferring it to the bank account of Leasefiets before the cancellation date. The amount will not be collected automatically.

If the cancellation fee has not been received by Leasefiets before the cancellation date, the Lease Agreement will continue until the cancellation fee has been received.

## Article 16 – Cancellation in the event of loss of employment or divorce

If you are in a situation of demonstrably limited means due to loss of work through no fault of your own, or in the event of divorce, you may terminate the Lease Agreement without payment of a cancellation fee. Any damages, however, shall be settled with you, with a maximum of the deductible per claim. EDR Credit Services will determine your inability to pay on behalf of Leasefiets, on the basis of data to be provided directly by you to EDR Credit Services and an interview by telephone.

## Article 17 – Cancellation in the event of death

- 17.1** In the event of your death, one of your heirs and/or Leasefiets may cancel the Lease Agreement with immediate effect. Leasefiets may cancel the Lease Agreement by sending a letter to your last known address. No costs will be charged for cancellation in the event of your death. However, your heirs will be obliged to return the vehicle immediately after the Lease Agreement has been cancelled and shall remain liable to pay the instalment and other outstanding amounts until the vehicle has been returned.
- 17.2** Even if the Lease Agreement was signed by two people and the other person is still alive, the Lease Agreement may be cancelled immediately in the event of your death.

## Article 18 – Termination charge

- 18.1** 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 Leasefiets proceeds to do 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 cancellation payment will apply.

If the agreement is dissolved due to theft or total loss of the vehicle, you may request Leasefiets to provide you with another vehicle. This is only possible for the period that the Lease Period would continue and subject to the conditions to be agreed. Leasefiets will try to meet your request to the extent possible, unless the termination charge and the damage are at your expense.

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

## Article 19 – **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 20 – **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 21 – **Applicable law**

The Lease Agreement is governed by Dutch law.

## Article 22 – **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 23 – **Joint and several liability**

If another person, besides you, signs the Lease Agreement, you will both be bound to fully comply with the obligations under the Lease Agreement. Therefore, both you and the other person shall be liable for full payment of the instalment and other amounts. Obviously, final settlement of a debt by one party shall result in the other party no longer being held liable for that debt.

## Article 24 – **Returning the vehicle and settlement of the Lease Agreement**

**24.1** 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 before 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.

**24.2** 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.

- 24.3** If you fail to return the vehicle in time, you shall remain liable to pay the instalment until the vehicle has been returned.
- 24.4** Upon returning the vehicle, an employee of Leasefiets or of the company 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.
- 24.5** 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 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.
- 24.6** 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 25 – Purchase option

- 25.1** 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.
- 25.2** The right of first refusal to purchase only applies if you have paid the purchase price to Leasefiets by transfer before the official end date of the Lease Agreement.
- 25.3** Ownership will be transferred once you have fulfilled all obligations arising from both the contract and the right of first refusal to purchase.

## Article 26 – 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.

## Article 27 – Transferability

- 27.1** If you wish to transfer your powers, rights, privileges and actions ensuing from a contract to a third party (a natural person), this shall require the written cooperation of Leasefiets. Leasefiets may attach further conditions and costs to its cooperation.
- 27.2** 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 28 – 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. In any event, a shortcoming shall 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 29 – Personal data

- 29.1** Your personal data shall be processed in accordance with the General Data Protection Regulation and the Privacy Statement of Leasefiets. This statement is available at [www.leasefiets.nl](http://www.leasefiets.nl).
- 29.2** 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. This shall expressly include providing data to the business information bureau Economic Data Resources BV and/or (affiliated) companies for the purpose of reducing/limiting credit risks/financial risks.

## Article 30 – Rounding off monthly amounts

The monthly payments shall be rounded off to whole euro amounts. This means that if the monthly payment changes by less than € 0.50, it will be rounded down. If the monthly payment changes by € 0.50 or more, it will be rounded up.

## Questions?

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

**T** 088 3043100 **M** [info@leasefiets.nl](mailto:info@leasefiets.nl) **W** [leasefiets.nl](https://leasefiets.nl)

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