2026 GENERAL CONDITIONS FOR RENTING BICYCLES FROM BINKBIKES

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1.Definitions

These conditions have been drawn up for the rental of one or more bicycles and/or accessories from **BINKBIKES** (hereinafter: **Lessor**) to private individuals or commercial enterprises (hereinafter: **Lessee**).

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2. General

2.1. The Lessor reserves the right to refuse the rental of a bicycle and/or accessory at any time.
2.2. The Lessee receives the bicycle and/or accessory in good condition.
2.3. The Lessee is responsible for returning the bicycle and/or accessory in the same condition, normal wear and tear excepted.
2.4. The Lessee is liable for damage to the bicycle and/or accessory. Repair costs and parts resulting from damage caused by the Lessee shall be paid for by the Lessee.

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3. Rental Period

3.1. The Lessee is responsible for the bicycle and/or accessories during the rental period, from the signing of the rental agreement until the return of the bicycle and/or accessories to the Lessor.
3.2. The Lessee must return the bicycle and/or accessories before the agreed time of return.
3.3. An extra day will be charged for a bicycle and/or accessory that is returned after the agreed rental period. Early returns will not be refunded.

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4. Bicycle Rental and Prices

The prices per 24 hours (24h) are as follows:

4.1. City bike / Trekking bike: € 20.00
4.2. E-bike: € 35.00
4.3. Electric cargo bike (Urban Arrow): € 70.00
4.4. Deviation and Flexibility: The prices mentioned above are basic daily rates. The Lessor reserves the right to deviate from these based on the rental period (e.g., long term), the season (winter/summer), or special arrangements. The agreed rental price will be specified in the definitive reservation confirmation.

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5. Reservation, deposit, and payment

5.1. **Requirements for Rental:** As a condition for rental, the Lessor requires: * Name, address, and place of residence of the Lessee; * A valid ID or driver's license; * Phone number and verification of the phone number; * Email address.

5.2. **Deposit:** The Lessee pays a deposit: € 100.00 for a city bike/trekking bike, € 250 for an e-bike, and € 400.00 for an Urban Arrow OR leaves a valid ID. The deposit will be refunded or returned in cash after the rental period, subject to damage inspection.
5.3. **Payment:** Payment of the rental amount and the deposit must be made in cash. BINKBIKES does not accept credit cards.
5.4. **GDPR and Identification:** If BINKBIKES requires a copy of a valid identification document or driver's license, the Citizen Service Number (BSN) on the copy will be rendered illegible in accordance with the GDPR.

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6. Cancellation and Down Payment

6.1. The reservation is only final after receipt of the required data and a down payment of 50% of the total rental sum.
6.2. **No Right of Withdrawal:** Rental agreements relate to a specific period and are therefore excluded from the statutory 14-day right of withdrawal.
6.3. **Cancellation Costs:** In the event of cancellation by the Lessee, the down payment of 50% of the total rental sum will not be refunded.
6.4. In the event of cancellation less than 4 days before the start of the rental period or in case of a no-show, the full rental amount will be charged.

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7. Use of Bicycles and Accessories

7.1. The bicycle and/or accessory may only be used by the Lessee in a normal and appropriate manner (no beach, off-road, or dangerous maneuvers).
7.2. The bicycles may only be used by one person, with the exception of a cargo bike or a bicycle equipped with a child seat.
7.3. The Lessee is obliged to take all necessary precautions to prevent the bicycle from being damaged or stolen.

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8. Locking the Bicycles

8.1. All BINKBIKES rental bicycles are equipped with ART ** – locks and extra chain locks. The extra safety lock must always be used to attach the bicycle to a fixed object (pole, fence).
8.2. The Lessee is aware of how to use the ring lock and chain lock. It is mandatory to secure the bicycle(s) together and also wrap the extra lock around a pole or fence.
8.3. Theft and Liability: In the event of theft of the bicycle(s), the Lessee remains fully liable for the new value of the bicycle, as stipulated in Article 10.4.

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9. Stalling the Bicycles (Parking)

9.1. The Lessor advises the Lessee to park the bicycle during the day in a secured shed (e.g., Biesieklette), securing the extra safety lock to a fixed object. If the bicycle is parked outside, this should be done (at the Lessee's own risk) in the designated parking bays (so-called 'white line' bays). The locations and opening hours of the Biesieklette parking facilities in The Hague are available via the website: https://www.biesieklette.nl/fiets-stallen.
9.2. The bicycles must be kept indoors at night (in a locked space, such as a hotel storage room). If indoor parking at the accommodation is not possible, the

Lessee may store the bicycle free of charge in the BINKBIKES store during opening hours.
9.3. If the bicycle is no longer at the place where it was left (for example, due to removal by the Municipality), the Lessee must first call the Haaglanden Bicycle Depot (+31 (0) 70-7528800). The costs for collecting the bicycle and replacing any locks shall be borne by the Lessee.

10. Liability and Damage

10.1. BINKBIKES bicycles and accessories are not insured. The Lessee must check the coverage of their own travel insurance.
10.2. BINKBIKES is not liable for personal damage or injury sustained by the Lessee or third parties during the rental period. The Lessee is fully responsible for all possible damage.
10.3. Exclusion of Consequential Damage: BINKBIKES is not liable for any indirect damage, such as consequential loss, business loss, or loss of income, resulting from (a defect in) the rented bicycle, breakdown on the road, or through the execution of this agreement.
10.4. Liability for Theft and Value: In the event of theft or total loss, the Lessee is always liable for the new value of the bicycle. By way of indication: the replacement value of an Urban Arrow e-cargo bike is, depending on the model and accessories, between € 2,500 and € 5,000.00. The Batavus Holiday has a replacement value of € 280.00. A Victoria trekking bike has a replacement value of € 550.00. If the Lessee wishes to know the exact new value or current market value of the rented bicycle, they must specifically and in writing ask the Lessor before the start of the rental period.

11. Final Provisions

11.1. **Lost keys / chain locks will be charged.**

11.2. The Lessee acknowledges (by entering into the agreement) being sufficiently privately insured against legal liability to cover the costs of any damage suffered by the Lessee or third parties.
11.3. Minors declare that they have the express permission of their parent/legal guardian. Parents must give their permission by signature for Lessees under the age of 16.
11.4. All disputes arising from this agreement shall be submitted exclusively in the first instance to the competent court in the district of The Hague.

11.5. Complaints: Complaints about the execution of the agreement must be submitted to the Lessor within a reasonable period, fully and clearly described, via email (service@binkbikes.nl) or in writing. The Lessor will respond to the complaint within 14 days of receipt.