

**GENERAL TERMS AND CONDITIONS OF
ACCESS AND USE OF THE VELO SERVICE**



Art. 1 Object of the agreement

Velo is a bicycle rental service available within the City of Antwerp that allows users to rent a bicycle on the terms and conditions stipulated below, with users being obliged to return their bicycle after use at one of the designated stations.

Details of the Service Provider:

Service2Cities

BE78ZZZ0412432122

Antwerp Central Station

PB 65

2018 Antwerp

Belgium

E-mail: info@velo-antwerpen.be

Website: www.velo-antwerpen.be

Telephone (Customer Service): 03 206 50 30

Art. 2 User

On the condition that the present terms and conditions are agreed to and accepted, the Velo service shall be accessible:

- to any person who is able to demonstrate that he/she is aged 16 or older – access by minors aged under 16 shall fall under the responsibility of their parents or legal guardian;
- upon presentation of a valid membership card (or user code).

Art. 3 Access to the service – User registration

- 3.1 In order to gain access to the service, the User must first register in accordance with the procedure stipulated.
- 3.2 Users can make use of the Velo service by acquiring a yearly membership via the Internet or by using a user code and password provided for short term bicycle rental.
- 3.3 Long term membership cards and short term user passes, as well as all accompanying codes and passwords are issued for personal use only and are non-transferable.
- 3.4 Long term membership cards shall be tacitly renewed at the end of the term unless notice of cancellation has been provided by the User at the latest 15 days prior to the end of the term.

In the event of a lost or damaged long term membership card and/or a request for a new (duplicate) card, any expenses in relation hereto shall be borne by the User in conformity with the rates stipulated in art. 12.

- 3.5 With a short term user pass, the User shall be required to enter the user code and password to be able to use a bicycle for the term of that particular user pass.
- 3.6 Minors between the ages of 16 and 18 can make use of the service provided that they have been granted explicit consent from one of their parents or their legal guardian. The service is not accessible to minors under the age of 16.
- 3.7 The User may decide to cancel his/her registration at any given time, in which case no refund shall be made.

Art. 4 Availability of the service

The service is available 365 days a year, except in the event of force majeure or in the event of a decision by the competent authorities to restrict the use of one or several Stations, or to restrict bicycle traffic within the territory of the City of Antwerp in full or in part, temporarily or permanently. Under no circumstances shall the Service Provider be held liable for the unavailability of the service in any of the above mentioned cases, nor in the event that all bicycles are in use.

Art. 5 Bicycle rental service channels

To register for the bicycle rental service or to find out more about the service, users can use any of the service channels below:

- Velo website: [www. Velo-antwerpen.be](http://www.Velo-antwerpen.be)
- Call Centre: tel: 03 206 50 30
- Customer office: Central Station, Antwerp

Art. 6 Rates and duration

- 6.1 Membership fee
An overview of all membership fees can be found on the 'Velo Antwerpen' website. These rates are subject to change with one month notice.
- 6.2 User rates
A membership allows the User to rent a bicycle multiple times each day. There will be no additional cost as long as the bicycle is used for an uninterrupted duration of less than 30 minutes. Any subsequent use after the first 30 minutes will be charged at a progressive rate, as stipulated in the table below:

User rates	
First 30 minutes	Free of charge
First additional 30 minutes	€ 0.50 per 30 minutes
Second additional 30	€ 1.00 per 30 minutes

minutes	
From the third additional 30 minutes	€5 per hour

All users shall pay the applicable charges for this service in proportion to the duration of their use of the service. Each 30-minute block commenced after the initial, free-of-charge 30-minute period shall be charged in full.

- 6.3 Bicycles shall not be used in excess of four hours. Any event in which the uninterrupted period of four hours is exceeded shall be considered 'unauthorised use'. Users are automatically cancelled from the service and will no longer be able to gain access to the system if the daily limit is exceeded 3 times.
- 6.4 Lost bicycles (see 9.3) shall be charged to their respective User at a rate of € 400 per bicycle.
- 6.5 Duration
The duration of use refers to the period from when the bicycle is initially rented until it is returned and locked into a slot at one of the Stations.
The maximum permitted uninterrupted duration of use is 24 hours. (see art. 12 Rental deposit) In the event of a dispute concerning the duration of use of the bicycle by the User, the information stored in the system of the Service Provider shall provide substantial proof.
- 6.6 In the event that no slot for returning the bicycle is available at the Station, the User will receive a 15-minute period free of charge to return the bicycle at a different Station.
- 6.7 All rates and the duration of use as stated on the website shall be applicable and are subject to change at any given time.

Art. 7 User obligations

- 7.1 The User hereby agrees to use his/her user card exclusively for bicycle rental.
- 7.2 The User furthermore agrees to use and return the bicycle within the permitted, uninterrupted duration of use. The User accepts that in the event of non-performance of said obligation, the Service Provider reserves the right to charge a standard rate of € 150 by way of compensation, the final amount of which shall be determined in accordance with the terms and modalities of article 12.
- 7.3 The User also agrees to use the Service with due diligence, care, dedication and caution, and to observe the present terms and conditions at all times.
- 7.4 The User shall assume responsibility for supervising the bicycle. The User shall take due care to prevent the bicycle from being damaged, destroyed or stolen.
- 7.5 As the User is responsible for the bicycle, it is recommended that users perform a basic inspection of the main visible elements of the bicycle prior to selecting their bicycle; this inspection shall include (among others):
- the seat and pedals, to verify that they are solidly attached to the bicycle;
 - the bell, brakes and lights, to verify that they are in good working order;

- the frame and tires, to verify that they are in good condition.

If any defects or problems are detected, the User must return the bicycle to the slot.

It is also recommended that Users:

- adjust their braking distance in adverse weather conditions;
- adjust the seat of their bicycle to the height that is best suited to their height and build;
- wear a helmet that meets safety regulations, as well as appropriate clothing;
- observe traffic regulations in force when using the bicycle (e.g.: stop at red lights, no riding on footpaths, etc.).

7.6 If it is found that a bicycle is not used in conformity with the provisions of article 7.3 above, the User agrees to return the bicycle upon the first request from the Service Provider or its representatives at any given time. In addition, the User in question may be denied future access to the Service.

7.7 The User agrees to inform the Service Provider via telephone on 03 206 50 30 as soon as possible should the Velo membership card, code and/or a bicycle be lost or stolen, or in the event of any other problem with the card or the bicycle, and this at the latest within 2 hours following the event. In any case, the User shall remain responsible for the bicycle in accordance with the provisions of articles 7.3 and 9.1.

Art. 8 Limitations of use

8.1 The User is prohibited from lending out, renting out or handing over and/or using the Velo membership card linked to the Velo Service in any way other than stipulated in the present terms and conditions.

User codes that are lost or rendered useless on account of the User shall not entitle the User to a refund nor to the generation of a new code.

8.2 The User is explicitly prohibited from allowing a bicycle that is the property of the Service Provider to be used in any way by any third parties, whether or not free of charge.

8.3 The User shall be entitled to use the bicycle providing that the present terms and conditions are met and that the bicycle is used with due diligence, which excludes the following:

- using the bicycle contrary to the provisions of the traffic regulations and road rules in force;
- using the bicycle on a terrain or in circumstances that may be damaging or in other ways detrimental to the bicycle;
- using the bicycle for transporting other people in any way;
- using the bicycle as such that it could endanger the User or third parties;
- disassembling or attempting to disassemble the bicycle entirely or in part; and
- generally using the bicycle in an abnormal manner.

8.4 The Service is not accessible to minors under the age of 16, even if accompanied by an adult.

8.5 The bicycle is designed to carry a maximum load of 120 kg.

Art. 9 Liability of the User

- 9.1 Any damage to the bicycle station or bicycle or any damage caused by using the bicycle shall be the sole liability of the User, even if the bicycle was used by a third party or if the bicycle was used for a period of time longer than the agreed duration of use.
- 9.2 The parents or legal representatives of a minor with a Service membership shall be held liable for any direct or indirect damage caused by said minor while making use of the Service.
- 9.3 When a bicycle is used for a period longer than 48 hours (starting from the moment the bicycle is used), then the bicycle will be deemed to have disappeared until it is located again.
- 9.4 Should the bicycle for which the User is responsible disappear, the User shall be obliged (see article 7.7) to report this fact to the Service Provider via telephone on 03 206 50 30 at the latest within 2 hours after using the bicycle, and to report the bicycle as stolen to the police department within 48 hours from the time at which the bicycle should have been returned. The User shall retain full responsibility for the bicycle at all times, until copy of said report is submitted to the Service Provider.
- 9.5 In the event of an accident and/or an incident involving the bicycle, the User shall be obliged (see article 7.7) to report the fact within the term stipulated via the above telephone number. The User shall retain full responsibility for the bicycle until the bicycle is either locked into a slot at a bicycle station or until the bicycle is handed over to a representative of the Service Provider.

Art. 10 Declaration of intent

The User hereby explicitly accepts the present terms and conditions without reservation.

The User furthermore declares to be able to ride a bicycle and to be in good physical health for riding a bicycle.

The User or the legal representative of the User declares that he/she has third-party liability insurance.

Art. 11 Limitation of liability of the Service Provider

Under no circumstances shall the Service Provider be held liable for the use of the bicycle or for any damage incurred by the User or by third parties.

The Service Provider reserves the right to deny the User access to the Service with immediate effect in the event of non-performance by the User of one of the obligations stipulated in the present terms and conditions.

In that case, the Service Provider shall not be held liable for the non-performance of the obligations under the present terms and conditions.

The User must be informed of the fact that the Service Provider, who is not the manufacturer of the

bicycles made available under the rental program, cannot be held liable for any defects or errors in relation to the bicycle manufacturing or assembly process.

Art. 12 Rental deposit

- 12.1 At the beginning of each validity period, prior consent shall be given by the User to the Service Provider to charge an amount of € 150 – an amount that is kept by way of a bond – in the circumstances and on the conditions stipulated in the exhaustive list below. This consent is considered formal as soon as the User enters his/her secret banking code.
- 12.2 The respective amount (see article 12.3) shall be payable upon the first request of the Service Provider in the event of non-performance by the User of one of the obligations stipulated in the present terms and conditions.
- 12.3 The amount payable by the User to the Service Provider in the event of non-compliance by the User of one of the obligations are as follows:
- (1) bicycle use for longer than 24 consecutive hours: € 150
 - (2) disappearance of the bicycle: € 400
 - (3) repair of damage to the bicycle caused by the User: restitution depending on the extent of the damage;
 - (4) Velo card loss or damage: € 5
- 12.4 Irrespective of the above measures, the Service Provider shall reserve the right to submit a claim against the User in the event of loss or damage to the bicycle caused by the User.

Art.13 Processing of personal data

We refer to our privacy and cookies notice on www.velo-antwerpen.be.

Art. 14 Disputes

The present general terms and conditions shall be construed in accordance with Belgian law. Any dispute arising out of or in relation to the performance and consequences of the present terms and conditions shall fall under the jurisdiction of the courts and tribunals of the judicial district of Antwerp.