

# General Terms and Conditions

## 1. Definitions

The General Terms and Conditions feature the following defined terms:

Subscription:	the agreement between Swapfiets and the Renter concerning the use of the Bicycle by the Renter as well as the particular terms and conditions and any other agreement between Swapfiets and the Renter;
General Terms and Conditions:	these General Terms and Conditions of Swapfiets apply to every subscription;
Particular Terms and Conditions of services:	The specific conditions of the Subscription (price, duration, technical characteristics of the bike...) appearing on the Swapfiets website when the Renter places an order (the “Order process”);
End Date:	the date on which the Subscription ends by means of cancellation due to termination by the Renter as explained in Article 6.6;
Bicycle:	the Bicycle (except for e-bikes) made available to the Renter by Swapfiets based on the Subscription for use by the Renter in accordance with the Particular and the General Terms and Conditions;
Renter:	any person or legal entity who takes out a Subscription with Swapfiets;
Unjustified Swap:	has the definition as explained in Article 5.4;
Swapfiets:	Swapfiets France, with its registered office in Paris, 115 boulevard de Sébastopol, 75002, registered under number 65928385
Swapping:	the solution provided by Swapfiets for the Renter concerning the Bicycle, by either repairing or exchanging it for another Bicycle.

## 2. Applicability



- 2.1 These General Terms and Conditions apply to every subscription between Swapfiets and the Renter.
- 2.2 Agreements between Swapfiets and Renter in deviation from, or in addition to, these General Terms and Conditions are valid only if explicitly confirmed by Swapfiets, e.g. on the Swapfiets website or via e-mail.
- 2.3 All amounts stated by Swapfiets include VAT.

### 3. Subscription

- 3.1 For the duration of the subscription the Renter will have a Bicycle, whose characteristics are detailed during the ordering process on the Swapfiets website.
- 3.2 The Bicycle comes with a ring- and push-in chain lock with one key.
- 3.3 Under the Subscription, the Renter is entitled to swapping (see Article 5). This means:
  - the free of charge repair of defects to the Bicycle caused by wear and tear and normal use of the Bicycle. Examples of such defects include: a flat tire, a broken (chain) guard, a torn saddle and broken lighting;
  - The exchange of the Bicycle within the limits of the city where the Bicycle has been delivered.
- 3.4 Swapfiets always has a spare key of the Bicycle. When the key gets lost or damaged, a new key has to be requested from Swapfiets. The costs involved amount to EUR 15 per key.
- 3.5 Due to the risk of theft, the Renter is prohibited from making copies of the key and from having more than one key in possession. A previously lost key must be returned to Swapfiets immediately upon recovery.
- 3.6 The Bicycle may contain advertisements. If the advertisement has been damaged or is completely removed from the Bicycle, the Renter should notify Swapfiets immediately.

### 4. Terms and Conditions

- 4.1 The Renter makes normal use and takes due care of the Bicycle, in accordance with the instructions given by Swapfiets, he commits to comply with traffic regulations and agrees not to carry a person or a load exceeding [15 kg] on the luggage carrier.
- 4.2 The Bicycle is intended only for personal use by the Renter (with the exception of use by a minor under the conditions defined in Article 4.8). The Renter is not allowed to



use the Bicycle as an entrepreneur (i.e. using the Bicycle for e.g. the professional delivery of goods is prohibited). In the event of a breach of this obligation the Renter shall pay a contractual penalty in an adequate amount, however not more than EUR 2.000. The precise amount of such contractual penalty shall be determined by Swapfiets. Such contractual penalty shall be without prejudice to any other rights of Swapfiets, including but not limited to a right to claim damages and to terminate the subscription in accordance with Article 14 of the General Terms and Conditions.

- 4.3 The Renter must have a SEPA bank account number.
- 4.4 The Bicycle will at all times remain the property of Swapfiets. The Renter is not allowed to create or grant any security interest or other right in respect of the Bicycle for a third party's benefit.
- 4.5 The Renter will be personally liable for compliance with the General Terms and Conditions.
- 4.6 The Renter will be responsible for passing on changes to the data known to Swapfiets, such as a new address, in good time.
- 4.7 The Renter shall refrain from intervening on the Bicycle in the event of a breakdown.
- 4.8 The Renter must be at least 18 years old and able to enter into legally binding contracts to be able to subscribe for a Swapfiets. An adult may take out a Subscription on behalf of his or her minor child.
- 4.9 A digital verification process of the correct identification document could be part of the Order process upon delivery. Product will not be delivered when renter is not able to handover the correct identification documents. Swapfiets will report to the police when verification of the identity documents shows that there is a possibility of fraud.

## 5. Swapping

- 5.1 Swapfiets strives to Swap the Bicycle within 48 hours after the Renter has contacted Swapfiets via telephone, e-mail, WhatsApp, or the Swapfiets App. Swapping takes place by appointment with the Renter.
- 5.2 Swapping will only take place in the case of a defect, loss or theft of the Bicycle and only within the city limits in which the Bicycle has been delivered.
- 5.3 If the Renter unjustly requests a Swap (an 'Unjustified Swap'), Swapfiets reserves the right to charge EUR 20 in call-out charges. If the Renter fails to appear at an



appointment that was made for Swapping, this will also be regarded as an Unjustified Swap.

- 5.4 When Swapfiets exchanges a Bicycle, the Renter will transfer the Bicycle to Swapfiets including the battery (if relevant) and the corresponding key.

## 6. Subscription Term and Termination

- 6.1 The term of the Subscription (“Subscription Period”) is agreed upon in the Order process.
- 6.2 To the extent agreed in the Order Process, Swapfiets may charge Renter with a one-time fee, the amount of which is specified in the Order process.
- 6.2 In case of a monthly Subscription, the Subscription Period is one month from the date stated in the Order process and automatically extends on a month-by-month basis, unless terminated in accordance with these Terms & Conditions. Both Swapfiets and Renter may terminate a monthly Subscription at any time with a notice period of one month.
- 6.3 In case of a Subscription with a minimum term, the Subscription Period begins on the date stated in the Order process and remains in effect for the minimum term agreed in the Order process, early termination will not be possible. Upon expiry of the minimum Subscription Period, the Subscription turns into a monthly Subscription, as specified in clause 6.2.
- 6.4 From the day that the written cancellation of the Subscription by the Rental Renter has been received by Swapfiets, the Subscription will continue for one more month, which means that the Subscription ends one month after the day on which Swapfiets has received the cancellation (the ‘End Date’).
- 6.5 In accordance with articles L215-1 to L215-3 and L241-3 of the French Consumer Code :

*For service contracts concluded for a fixed period with a tacit renewal clause, the professional service provider shall inform the consumer in writing, by registered letter or dedicated electronic mail, not earlier than three months and not later than one month before the end of the period authorising the rejection of the renewal, of the possibility of not renewing the contract he has concluded with a tacit renewal clause. This information, delivered in clear and understandable terms, shall mention, in an apparent box, the deadline for non-renewal. Where this information has not been sent to him in accordance with the first subparagraph, the consumer may*



terminate the contract free of charge at any time from the date of renewal.

Advances made after the last renewal date or, in the case of open-ended contracts, after the date of conversion of the initial fixed-term contract, shall in that case be repaid within 30 days of the date of termination, after deduction of the sums corresponding, until that date, to the performance of the contract. The provisions of this Article shall be without prejudice to those which make certain contracts legally subject to special rules concerning consumer information.

- 6.6 The Renter has the right to use the Bicycle until the End Date of the Subscription after termination notice. The Renter has the obligation to meet the costs of Subscription until the End Date.
- 6.6 The Bicycle and key are to be submitted to Swapfiets no later than the End Date.
- 6.7 If the Renter hands in the Bicycle before the End Date, this will end all rights of the Renter under the Subscription, without prejudice to the Customer's obligation to pay the full Subscription costs until the End Date.
- 6.8 Prior to returning the Bicycle on the End Date the Renter can cancel the termination free of charge by sending an e-mail to Swapfiets. The e-mail must be received by Swapfiets on the day preceding the End Date.
- 6.9 If the Renter wishes to enter another Subscription within three months of the End Date, a startup cost of EUR 30 is applicable.
- 6.10 When the Bicycle is not returned on or before the End Date Swapfiets reserves the right to apply a daily fine of EUR 5 every day from the End Date until return of the Bicycle, with a maximum of 7 days.
- 6.11 If the Bicycle is not returned within seven days of the End Date to Swapfiets and the Subscription is not reactivated, subsequently Swapfiets will report a theft by the Renter. In that case, the Rental Customer will also be obliged to compensate Swapfiets for the loss suffered, which will be established for each type of Subscription and can be found in Table 1, without prejudice of the right of Swapfiets to request full compensation of the loss suffered by it, to the extent that it exceeds the sum of the established compensation, depending on the type of Subscription.

Type of Subscription	Established compensation
Original Subscription	EUR 350



Deluxe Subscription	EUR 450
Power 7	EUR 2.000

Table 1: Amount of compensation for each type of Subscription

6.12 The Rental Customer is aware that the Bicycle could be owned by a leasing company. If the Bicycle is owned by a leasing company, the Rental Customer will be obliged, on the leasing company's demand, to either hand in the Bicycle to the leasing company or to be discharged from their obligations by paying the leasing company the future rent.

## 7. Theft or loss

7.1 In the event of the loss or theft of the Bicycle and/or the battery, the Renter will be obliged to report this to Swapfiets within 24 hours, to hand over to Swapfiets the key and to report this loss or theft to the police together with an employee of Swapfiets. In that event, the Renter will owe a deductible, which is different for each type of Subscription. The applicable deductible for each type of Subscription is included in Table 2. After the report has been completed, the Renter will receive a replacement Bicycle from Swapfiets.

Type of Subscription	Established deductible
Original Subscription	EUR 40
Deluxe Subscription	EUR 60
Power 7 Subscription	EUR 220
Power 7 Battery	EUR 500

Table 2: Amount of deductible for each type of Subscription

7.2 If the Renter does not, or not in good time, report a loss or theft of the Bicycle, or if the Renter cannot hand over the Bicycle key to Swapfiets, the Renter will owe Swapfiets the compensation established in Table 1.



- 7.3 In order to prevent incidents such as loss, theft and damage, the Bicycle must always be double locked with the provided ring lock and chain lock. Where possible, the Bicycle must be secured to an object using the chain lock.
- 7.4 If the Bicycle is not double locked/secured and an incident occurs, including vandalism, loss or theft, the Customer will owe a negligence surcharge. This sum will be in addition to the excess and can be found in Table 3, depending on the type of Subscription.

Type of Subscription	Established negligence surcharge
Original Subscription	EUR 60
Deluxe Subscription	EUR 90
Power 7 Subscription	EUR 300

Table 3: Amount of negligence surcharge for each type of Subscription

- 7.5 If a missing or stolen Bicycle is recovered within the term of the Subscription, the Renter will be credited no more than the deductible paid. Swapfiets will determine this amount on the basis of the condition of the Bicycle and any other costs.
- 7.6 If it turns out that the Renter has provided incorrect information that disadvantages Swapfiets, Swapfiets reserves the right to add an unfairness surcharge of EUR 100. This amount will be in addition to the deductible and any negligence surcharge.
- 7.7 If parts of the Bicycle are missing or stolen, Swapfiets reserves the right to charge this to the Renter up to the amount of the deductible at most. A price list of the parts of the Bicycle may be requested from Swapfiets.

## 8. Damage and servicing

- 8.1 The Renter must report damage to the Bicycle caused by vandalism to Swapfiets within 24 hours.
- 8.2 Swapfiets reserves the right to check the condition of the Bicycle. Customer shall cooperate with any necessary servicing or maintenance, on demand by Swapfiets.
- 8.3 In case of damage or and wear and tear to the Bicycle other than what is to be expected by normal use, at the discretion Swapfiets, Swapfiets reserves the right to recover the costs from the Renter.



8.4 In case of damage caused by (contributory) negligence of a third party, the Renter will be obliged to provide Swapfiets with the contact details of this third party as well as a sketch of the scene signed for approval by both parties. The accident report form can be downloaded at <https://swapfiets.be/europeanclaimform>. Swapfiets reserves the right to charge the Renter for the damage.

## 9. Accessories

9.1 Renter may add-on an Accessory Subscription to the Bicycle Subscription, provided the relevant Accessory is available in the city where Renter subscribed for a Bicycle.

9.2 The Accessory Subscription is a separate subscription and can be terminated independently of the Bicycle subscription.

9.3 Except for Clauses 3, 6.10, 7, 8 and 11, the provisions set out in the General Terms & Conditions apply mutatis mutandis to the Accessory Subscription, so that e.g. where “Bicycle” is used in these relevant provisions, this should instead be understood as “Accessories”. The amounts shown in Table 1, 2 and 3 of the General Terms & Conditions should be replaced by the amount shown in Table 4

9.4 In the event of the loss or theft of the Accessory, the Renter will be obliged to report this to Swapfiets within 24 hours. In that event, the Renter will owe a deductible, which is different for each type of Accessory. The applicable deductible for each type of Accessory is included in Table 4.

Type of Accessory	Deductible
Basket, Child seat	EUR 12,50

Table 4: Amount of compensation for each type of Accessory

9.5 The Renter must report damage to the Accessory as a result of vandalism (in case the Accessory has become unusable) to Swapfiets within 24 hours of the Renter's knowledge of the vandalism. Swapfiets reserves the right to charge the Renter for the damage.

9.6 The Renter will receive a replacement Accessory from Swapfiets in case of theft of damage (referred to in paragraph 4 and 5).



- 9.7 The use of the child seat is limited to children [aged 2 to 5 years] whose weight is less than [18kg]. The child must be properly strapped in using the belts provided for this purpose.
- 9.8 Any usage of the Accessory is at the sole risk and responsibility of Renter. Swapfiets is not liable for damages of any kind resulting from the use of the Accessory.
- 9.9 Wearing a helmet is strongly recommended and is compulsory for children under 12 years of age.

## 10. Payments

- 10.1 The Renter is obliged to authorize a direct debit payment, as applicable, for the monthly subscription costs and any other eventual charges at the start of the Subscription.
- 10.2 In case of extra charges, such as deductibles or fees, Swapfiets reserves the right to demand payment before supplying the Renter with a new Bicycle.
- 10.3 When the Subscription costs cannot be written off or are wrongfully cancelled, the Renter is in default. The Renter will receive a reminder to pay the due amount within 14 days. If the amount is not fulfilled within an additional 10 days, Swapfiets will place the claim for collection. All extra costs, interest and extrajudicial costs are at the expense of the Renter.

## 11. Trading in old Bicycle

- 11.1 It is possible for the Renter to trade in an old bicycle at the start of the Subscription for compensation in the form of a discount on the Subscription.
- 11.2 The discount is determined per bicycle and must be agreed upon by both the Renter and Swapfiets. If the Renter and Swapfiets cannot agree upon the discount amount, then the old bicycle will not be taken in for trade by Swapfiets.
- 11.3 If the Renter intends to trade in a bicycle that is not the possession of the Renter than the Subscription will be immediately terminated, and the authorities will be notified.

## 12. Liability



- 12.1 The Renter must examine the Bicycle upon delivery. If the Renter commences with use of a Bicycle, this will be regarded as proof that the Bicycle is functioning properly.
- 12.2 The Renter must give immediate notice to Swapfiets of any defects on the Bicycle.
- 12.3 The use of the Bicycle is at the own risk of the Renter. In case of doubts on the Renter's part concerning the safety of the Bicycle, the Renter should contact Swapfiets immediately.
- 12.4 Swapfiets is not liable for any damage suffered by the Renter or a third party as a result of using the Bicycle, in particular with regard to the bodily, material and immaterial consequences of accidents of any kind, unless there is intentional or gross negligence on Swapfiets's part.
- 12.5 The Renter is responsible for communicating any defects and/or damage to the Bicycle in good time.
- 12.5 The Renter confirm that he/ she hold an insurance policy covering personal medical care and other expenses in case of an accident and any third party liability that may arise from the use of the Bicycle.

### 13. Amendments

- 13.1 Swapfiets reserves the right to change the costs of a Subscription. Changes will be communicated to the Renter via e-mail at least two months before the effective date. If the Renter refuses the amendments, he/ she has the right to terminate the contract in accordance with Article 6.3.
- 13.2 Changes to the Terms and Conditions will be made known at least one month before becoming applicable, by a notification on website and via an e-mail to the Renter.
- 13.3 Any modification of the General Terms and Conditions shall be presumed to be accepted by the Renter who, after having been notified by e-mail, has not expressed his disagreement within seven, 7, days.
- 13.4 Swapfiets reserves its right to transfer its claims on the Renter to a third party at all times.

### 14. Failure to fulfil obligations



- 14.1 Swapfiets reserves the right to terminate the Subscription with immediate effect, either wholly or partially, or to cancel the Subscription by means of a written notice to the Renter if:
- the Renter fails to fulfil their obligations under the Subscription;
  - the Renter applies for a provisional or definitive suspension of payments or is granted a provisional or definitive suspension of payments;
  - bankruptcy or a winding-up petition is filed for in respect of the Renter or if they are put into bankruptcy or liquidation;
  - the Renter is placed under guardianship or is allowed to participate in the debt restructuring scheme for natural persons;
  - the Renter uses the Bicycle contrary to the provisions in the General Terms and Conditions (e.g. the provisions in clause 4);
  - the Renter, in the opinion of Swapfiets, abuses the service offered by Swapfiets;
  - the Renter deliberately provides incorrect information to Swapfiets, or
  - the Renter otherwise should no longer be deemed able to fulfil the obligations under the Subscription.
- 14.2 The Renter has the right to terminate the Subscription with immediate effect if Swapfiets has repeatedly and/or seriously failed to fulfil its obligations as described in the General Terms and Conditions.

## 15. Privacy

Swapfiets considers the protection of your personal data to be important. How we protect your personal data is explained in our Privacy Statement. This can be consulted at <https://swapfiets.be/en/privacy/>. Questions or remarks in this regard may be addressed to [info@swapfiets.be](mailto:info@swapfiets.be).

## 16. Applicable law. Disputes

- 16.1 French law applies exclusively to the Subscription and the General Terms and Conditions.
- 16.2 All disputes arising from or connected with the Subscription will only be submitted to the competent court of France.

## 17. Mediation



17.1 In the event of a dispute between the parties and following a failure of a written complaint by the Customer to the Customer Service or in the absence of a response from this service within a reasonable period of one (1) month, the Customer, within one (1) year of his complaint, may resort to any alternative dispute resolution method and in particular to a mediation procedure by contacting the following mediator (s):

[info@swapfiets.com](mailto:info@swapfiets.com)

17.2 This procedure is free of charge and the Renter may, at his own expense, be assisted by counsel. The Renter is free to accept or refuse the use of mediation and, if applicable, the solution proposed by the mediator.

## 18. Miscellaneous

18.1 In case any provision whatsoever of this Contract is void, this provision shall not apply but the other provisions of the Contract shall remain into force.

18.2 The Renter shall be deemed to have accepted without reservation all the provisions of these general terms and conditions.

18.2. The French version of the Terms and Conditions Swapfiets remains leading at all times,

this translation is only provided for communication.

[www.swapfiets.fr](http://www.swapfiets.fr)

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