

General Terms and Conditions

1. Definitions

In the below General Terms and Conditions, the stated terms will have the following meaning:

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| Subscription: | the agreement between Swapfiets and the Renter for the use of the Bicycle by the Renter, as well as any other agreement between Swapfiets and the Renter; |
| General Terms and Conditions: | these general terms and conditions of Swapfiets that apply to any Subscription; |
| End Date: | the date on which the Subscription ends automatically as explained in Article 6.1 or by means of cancellation by the Renter as explained in Article 6.4; |
| Bicycle: | the bicycle made available by Swapfiets to the Renter under the Subscription for use by the Renter in accordance with the General Terms and Conditions; |
| Renter: | any natural person or legal entity who takes out a Subscription with Swapfiets; |
| Unjustified Swap: | has the meaning given to it in Article 5.4; |
| Swapfiets: | Swapfiets Limited, a company registered in England (co. number 12698720) and having its registered office at Third Floor, 2 Colton Square, Leicester LE1 1QH and its principal place of business at 58 Commercial Street, London E1 6LT; |
| Swapping: | Swapfiets' solving of a problem for the Renter concerning the Bicycle by either repairing the Bicycle or exchanging it for another Bicycle. |

2. Applicability

- 2.1 These General Terms and Conditions apply to any Subscription between Swapfiets and the Renter.
- 2.2 Arrangements between Swapfiets and the Renter varying from or supplementary to these General Terms and Conditions will be valid only if they have been explicitly confirmed in writing via e-mail by a regional manager of Swapfiets.
- 2.3 All amounts stated by Swapfiets include VAT.

3. Subscription

- 3.1 The Renter will have a Bicycle at their disposal for the term of the Subscription.
- 3.2 The Bicycle comes with a ring lock and a chain lock with one key.
- 3.3 Under the Subscription, the Renter is entitled to free Swapping (please refer to Article 5 for more details). This is understood to mean:
- free of charge repairing of defects to the Bicycle caused by wear and tear and normal use of the Bicycle. Examples of such defects include a flat tyre, a broken chain or chain guard, a torn saddle and broken lighting;
 - if necessary, free of charge exchanging of the Bicycle within the limits of the city where Swapfiets operates.
- 3.4 Swapfiets always has a spare key to the Bicycle. If the key gets lost or damaged, the Renter must request a new key from Swapfiets. The costs involved amount to £15 per key.
- 3.5 The Renter will not be allowed to have copies made of the key or to have more than one key in their possession, also on account of the risk of theft. A key that was previously reported lost that is recovered must immediately be returned to Swapfiets.
- 3.6 The Bicycle may contain advertisements. The Renter must immediately contact Swapfiets if the advertisement has been damaged or if an advertisement completely disappears from the Bicycle.

4. Conditions

- 4.1 The Renter must make normal use of the Bicycle and take due care of the Bicycle.
- 4.2 The Bicycle is intended exclusively for personal use by the Renter. 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 £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 Clause 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 will not be 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 may not make any changes to the Bicycle that cannot be removed without damaging the Bicycle and is not permitted to manipulate in any way the electronics and/or software of the Bicycle.
- 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. Minors may subscribe under the supervision of an adult.

5. Swapping

- 5.1 Swapfiets aims to Swap a Bicycle within 24 hours after the Renter has contacted Swapfiets by telephone, via e-mail, WhatsApp or the Swapfiets App. Swapping takes place by appointment with the Renter.
- 5.2 If this target time is not achieved, the Renter cannot claim any compensation or payment.
- 5.3 Swapping will only take place in case of a defect, loss or theft of the Bicycle, and only within the city limits in which Swapfiets is active.
- 5.4 If the Renter unjustly requests a Swap (an 'Unjustified Swap'), Swapfiets will be entitled to charge £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.
- 5.5 When Swapfiets exchanges a Bicycle, the Renter will transfer the Bicycle to Swapfiets including the battery (if relevant) corresponding key.

6. Term of the Subscription and cancellation

- 6.1 The term of the Subscription ('Subscription Period') is agreed upon in the order process but shall not exceed three months when the Subscription Period shall automatically end. To the extent agreed in the Order Process, Swapfiets may charge Renter with a one-time fee. If you have ordered your Bicycle online or through our app, you have the right to cancel your subscription at any time within 14 days of

receiving your Bicycle, but you must pay the costs for the Subscription for the time you have the Bicycle. If you ask us to collect the Bicycle we may charge you for the costs of collection.

- 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 Article 6.1 or these Terms & Conditions. Both Swapfiets and Renter may terminate a monthly Subscription at any time with a notice period of one month.
- 6.3 If the Bicycle or any of the Accessories are not what you ordered or if they are not fit for purpose, you may ask us within the first 30 days to undertake a Swap without charge or reject the Bicycle and cancel your Subscription. If you cancel your Subscription you must pay for the costs for the time you have the Bicycle.
- 6.4 From the day that the written cancellation of the Subscription by the 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 or after three months, whichever is the earlier (the 'End Date').
- 6.5 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 (i) than the End Date, (ii) the date on which the Subscription Period automatically ends, or (iii) if you are exercising a right to cancel or reject, the end of the period in which you can do so.
- 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.
- 6.10 When the Bicycle is not returned on or before the End Date Swapfiets reserves the right to apply a daily fine of £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 | £350 |
| Deluxe Subscription | £450 |
| Power 7 Subscription | £2,000 |

Table 1: Amount of compensation for each type of Subscription

- 6.12 The Renter is aware that the Bicycle could be owned by a leasing company. If the Bicycle is owned by a leasing company, the Renter will be obliged, on the leasing company's demand, to either hand in the Bicycle to the leasing company (subject to reimbursement for the remainder of the rental period) or to be discharged from their obligations by paying the leasing company the future rent, as the leasing company may choose.

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 to the Bicycle, and to report this loss or theft to the police together with an employee of Swapfiets. In that event, the Renter will owe an 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 | £40 |
| Deluxe Subscription | £60 |
| Power 7 Subscription | £220 |
| Power 7 battery | £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. In addition, when connected to the Bicycle, the battery must always be secured with the provided lock.
- 7.4 If the Bicycle is not double locked/secured and an incident occurs, including vandalism, loss or theft, the Renter will owe a negligence surcharge. This sum will be in addition to the deductible and can be found in Table 3, depending on the type of Subscription. In addition, when connected to the Bicycle, the battery must always be secured with the provided lock.

| Type of Subscription | Established negligence surcharge |
|-----------------------|----------------------------------|
| Original Subscription | £60 |
| Deluxe Subscription | £90 |
| Power 7 Subscription | £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 parts of the Bicycle are missing or stolen, Swapfiets will be entitled to charge this to the Renter up to the amount of the deductible at most. A price list of the parts of each type of Bicycle and Subscription may be requested from Swapfiets.
- 7.7 If the Bicycle has been removed by the local authority, Swapfiets will contact the Renter regarding the collecting process. Any costs for obtaining the Bicycle or other costs will be payable by the Renter. If the Bicycle is removed by the local authority, this will be regarded as an Unjustified Swap. Swapfiets will be entitled to charge costs for this to the Renter, such as any costs for obtaining the Bicycle and the costs of an Unjustified Swap.

8. Damage and servicing

- 8.1 The Renter will 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 the event of damage and wear and tear to the Bicycle other than what can be expected from normal use, such at the discretion of Swapfiets, Swapfiets reserves the right to recover the associated costs from the Renter.
- 8.4 If there is any damage caused by the contributory fault or fault of a third party, the Renter will be obliged to submit to Swapfiets the contact details of this third party as well as a sketch of the scene signed for approval by both parties. An accident report form is available on <https://swapfiets.nl/assets/europeanclaimform.pdf>. If the contact

details of the third party are not submitted, the damage will be charged to the Renter.

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, 6.8, 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 | £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 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.

10. Payments

- 10.1 When taking out a Subscription, the Renter will also be obliged to provide payment details and authorisation for the Subscription costs and other costs owed.
- 10.2 In the event of additional costs charged, such as the deductible and surcharges, Swapfiets will be entitled to first require payment thereof before providing a new Bicycle to the Renter. Before undertaking a Swap, Swapfiets requires payments of outstanding charges, deductibles or surcharges that may be assessed from the condition of the bike. If you refuse to pay the additional charges, we may charge you instead for an Unjustified Swap if we have incurred costs in dealing with your Swap request.
- 10.3 If Subscription costs or other costs cannot be debited or are wrongly reversed, the Renter will be in default. In that case, the Renter will receive a demand to pay the amount due within fourteen days. Swapfiets may engage a debt collection agency if the amount due has not been paid within the period of fourteen days. If we have to notify you that a debt collection agency has been appointed, we will charge you £12 for each letter we send to you, up to a maximum of £24. All additional administrative costs and extrajudicial collection costs will be payable by the Renter.

11. Handing in an old bicycle

- 11.1 Upon the start of the Subscription, the Renter may hand in their old bicycle in exchange for compensation in the form of a discount on the Subscription.
- 11.2 The discount will be determined for each individual bicycle and has to be approved by both the Renter and Swapfiets. Swapfiets will not take possession of the bicycle if the Renter and Swapfiets cannot agree on the amount of the compensation.
- 11.3 If a Renter deliberately wants to hand in a bicycle that the Renter does not own, the Subscription will be terminated immediately and the police will be notified.

12. Liability

- 12.2 If the Renter doubts the safety of the Bicycle, they must immediately contact Swapfiets.
- 12.3 The Renter uses the Bicycle at their own risk.
- 12.4 Swapfiets will not be liable for any damage or harm suffered by the Renter as a result of using the Bicycle, save in the case of wilful conduct or gross negligence on the part of Swapfiets. Nothing in this agreement excludes our liability for death or personal injury caused by our negligence.

12.5 The Renter will be responsible for communicating any defects and/or damage to the Bicycle in good time.

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. You can cancel your Subscription in accordance with Article 6.4 if you do not accept the new costs.

13.2 Changes in the General Terms and Conditions will be communicated at least one month before the effective date by means of an announcement on the website www.swapfiets.nl and an e-mail to the Renter.

13.3 Swapfiets will at all times be entitled to transfer its claims against the Renter, of any nature whatsoever, to third parties.

13.4 The Renter may change the Subscription into a more expensive Subscription free of charge, in which case Swapfiets will make an appointment and arrange the exchanging of the Bicycle for a Bicycle that is in line with the new Subscription. If the Renter wishes to downgrade their Subscription, Swapfiets will be entitled to charge the costs of an Unjustified Swap for this.

14. Failure to fulfil obligations

14.1 Swapfiets will be entitled 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 Bicycle or other goods of the Renter are attached, and this negatively influences the fulfilment of their obligations under the Subscription;
- 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 immediately terminate the Subscription if Swapfiets has repeatedly and/or seriously failed to fulfil its obligations described in the General Terms and Conditions.

15. Privacy

15.1 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 www.swapfiets.com. Questions or remarks in this regard may be addressed to privacy@swapfiets.com.

16. Applicable law. Disputes

16.1 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts..