



Product conditions – 'Discover the E-bike'

1. These General Terms and Conditions shall be applicable as of 8 July 2019 to the application for and participation in the project 'Discover the E-bike'.

Definitions

2. The definitions defined hereinafter will be written in these General Terms and Conditions with a capital letter and have the following meaning in the context of these General Terms and Conditions:
 - a. Applicant: The natural person who applies for participation in the Project 'Discover the E-bike' and who provides personal data for that purpose, as well as agrees with the processing of his or her personal data by Zuid-Limburg Bereikbaar in accordance with the applicable privacy rules.
 - b. General Terms and Conditions: These general conditions, as well as the alterations and/or supplements to the General Terms and Conditions.
 - c. Cycle Center: The general partnership Cycle Center V.O.F., located in Valkenburg.
 - d. E-bike: The E-bike or Speed E-bike belonging to Cycle Center with electric motor supporting the pedalling up to a speed of 25 km/h (E-bike), respectively 45 km/h (Speed E-bike).
 - e. Customer Service Zuid-Limburg Bereikbaar: The digital and phone-based customer service the Applicant can contact for questions, comments or information about these General Terms and Conditions. Call charges apply to the phone-based Customer Service. These charges are partly depending on the telecom provider and the telecom subscription of the Applicant. Go to www.zuidlimburgbereikbaar.nl for the contact information of the digital and phone-based Customer Service.
 - f. Zuid-Limburg Bereikbaar: The programme office of the partnership Zuid-Limburg Bereikbaar, located in Maastricht and place of business as stated on the website www.zuidlimburgbereikbaar.nl or to be requested from the Customer Service of Zuid-Limburg Bereikbaar.
 - g. Project 'Discover the E-bike': A project to get familiar with the use of an E-bike as an alternative means of transport for commuter traffic in an easily accessible way.
The employer of the Applicant participates in this project, so the Applicant is consequently entitled to apply to participate in the project at Zuid-Limburg Bereikbaar and, upon approval of the application by Zuid-Limburg Bereikbaar, to participate in the project.

General

3. Zuid-Limburg Bereikbaar coordinates and facilitates the Project 'Discover the E-bike'. This project is used to investigate the suitability of an E-bike as an alternative for the daily commute. Participation in the project is free of charge.
4. The products and/or services made available and/or provided by third parties are used for the execution of the Project 'Discover the E-bike'. Zuid-Limburg Bereikbaar is not a party in the legal relationship between the Applicant and third parties with regard to the use, functionality and availability of products and/or services made available and/or provided for the execution of the Project 'Discover the E-bike', and does not assume any responsibility in this respect.
5. The E-bike and related services for reservation, delivery, pick-up and maintenance for the execution of the Project 'Discover the E-bike' will be made available and provided by Cycle Center. Zuid-Limburg Bereikbaar is not a party in the legal relationship between the Applicant and Cycle Center with regard to the use, functionality and availability of the E-bike, products and/or services made available and/or provided for the execution of the Project 'Discover the E-bike by Cycle Center', and does not assume any responsibility in this respect.



Application

6. The Applicant is obliged to apply at Zuid-Limburg Bereikbaar for participation in the Project 'Discover the E-bike'. In order to complete the application to participate in the Project 'Discover the E-bike', the Applicant gives Zuid-Limburg Bereikbaar and/or Cycle Center his/her consent to request the personal data, address information and employee number of the Applicant.
The Applicant must follow the instructions provided on the website www.ontdekdeebike.nl to complete the application.
7. Zuid-Limburg Bereikbaar and/or Cycle Center assess the application to determine whether the Applicant is eligible for participation in the Project 'Discover the E-bike'. Zuid-Limburg Bereikbaar and Cycle Center reserve the right to deny the Applicant participation in the project and/or to place the Applicant on a waiting list.
8. Zuid-Limburg Bereikbaar and/or Cycle Center do not bear liability in case of errors during the application for participation in the Project 'Discover the E-bike' or if the application process cannot be completed.

Use of E-bike

9. The Applicant will receive an E-bike on loan for the execution of the Project 'Discover the E-bike' during a project period to be indicated by Zuid-Limburg Bereikbaar in order to get an impression of the characteristics of riding, the quality and the user-friendliness of the E-bike.
10. By accepting these General Terms and Conditions and by using the E-bike made available to the Applicant, the Applicant declares to have received the E-bike in good condition and equipped with all accessories, bicycle bag, charger(s) and key(s).
11. The Applicant is obliged to take proper care of the E-bike, among other things by only using it on paved and appropriate roads, by not loading it any heavier than allowed, by not storing it at an unsafe location and by always locking it with the prescribed and present locks on the E-bike.
12. The Applicant is not allowed to transfer the management or the use of the E-bike to a third party. The right of loan of the E-bike is personal and cannot be transferred.
13. Once the participation of the Applicant in the Project 'Discover the E-bike' has ended, the Applicant is obliged to return the E-bike in good condition and equipped with all accessories, charger(s) and key(s) and to follow the instructions of Zuid-Limburg Bereikbaar and/or Cycle Center on the method of return.

Use of Speed E-bike

14. In case the Applicant uses a Speed E-bike within the framework of the Project 'Discover the E-bike', the Applicant must comply with the following provisions, in addition to Articles 9 up to and including 13:
 - a. Be in the possession of a moped licence (AM);
 - b. Be at least 16 years of age;
 - c. Wear an approved moped helmet (ECE 22.05 standard) or speed-pedelec helmet (NTA 8776:2016 standard) at all times. Consult the website of the NEN for more information on the speed-pedelec helmet: <https://www.nen.nl/NEN-Shop/Vakgebieden/Arbeid-Veiligheid/Speedpedelec-helm.htm>;
 - d. Only use the Speed E-Bike if it is equipped with a valid licence plate and the Applicant carries a corresponding registration certificate;
 - e. Meet all other legal obligations applicable to the use of a moped;
 - f. Not to exceed the prevailing speed limits:
 - 45 kilometres per hour on the roadway;
 - 40 kilometres per hour on the moped path outside the built-up area;
 - 30 kilometres per hour on the moped path within the built-up area.

Damage and/or theft



15. Cycle Center has taken out general and theft insurance with ENRA with regard to the E-bike, in conformity with the policy conditions that can be consulted through the weblink: www.ontdekdeebike.nl/voorwaarden. By accepting these General Terms and Conditions, the Applicant declares to agree with the policy conditions and that he/she will observe the policy conditions at all times.
16. In case of damage to or theft of the E-bike, the Applicant must immediately contact the service desk of Cycle Center by telephone and follow the instructions provided by the service desk.
Go to www.ontdekdeebike.nl for the contact information of the service desk of Cycle Center.
17. Zuid-Limburg Bereikbaar is not a party in the agreements and (employment) legal relationship between the Applicant and the employer with regard to, among other things, the recovery of the costs related to damage to and/or theft of the E-bike, nor the fine(s) and/or costs imposed resulting from the use of the E-bike, and does not assume any responsibility in this respect. The Applicant has to consider that the employer may recover such costs from the Applicant.
18. Damage caused to third parties as a result of the Applicant's use of the E-bike, must be claimed with the Applicant's own liability insurance.

Personal data

19. By accepting these General Terms and Conditions, the Applicant gives Zuid-Limburg Bereikbaar explicit consent for the processing of his/her personal data. The processing of personal data of the Applicant by or through third parties engaged by Zuid-Limburg Bereikbaar will take place with due observance of the provisions included in the Privacy Statement of Zuid-Limburg Bereikbaar (free of charge available through www.zuidlimburgbereikbaar.nl and the Customer Service) and the General Data Protection Regulation (GDPR).
20. By accepting these General Terms and Conditions, the Applicant gives Zuid-Limburg Bereikbaar permission to store his/her name and address, telephone number, email address and (profile) picture and to process these data to:
 - Inform the Applicant about the use of products and services of Zuid-Limburg Bereikbaar aimed to improve the mobility of the traveller and the regional and urban accessibility of Maastricht and South Limburg;
 - Periodically provide the Applicant with personal travel information;
 - Use and display the data in the online and offline means of communication of Zuid-Limburg Bereikbaar;
 - Contact the Applicant for research on improving the mobility in the region South Limburg;
 - Contact the Applicant directly for evaluation purposes, including the completion of surveys about initiatives of Zuid-Limburg Bereikbaar.
21. The Applicant has to notify Zuid-Limburg Bereikbaar as soon as possible during the participation in the Project on every change in personal data and/or address information or other data provided by means of the registration and/or application forms. The consequences of untimely notification of a change in the personal data shall be borne by the Applicant.
22. The Applicant is obliged to notify Zuid-Limburg Bereikbaar immediately if his/her employment with the employer indicated terminates or will terminate within a period of thirty (30) days during the participation in the Project 'Discover the E-bike'.



Notification of Zuid-Limburg Bereikbaar and inquiry

23. Zuid-Limburg Bereikbaar and/or Cycle Center inform the Applicant about the Project 'Discover the E-bike' by means of email notifications and through the website www.ontdekdeebike.nl.
24. By accepting these General Terms and Conditions, the Applicant gives Zuid-Limburg Bereikbaar permission to contact him/her during and/or after the participation in the Project 'Discover the E-bike' has ended for survey activities and/or participation in new mobility projects with regard to the purchase and/or use of E-bikes for commuter traffic.

Liability

25. Zuid-Limburg Bereikbaar is, except for cases of intent and/or gross fault, not liable for direct and/or indirect damage as a result of and/or arising from the Applicant's participation in the Project 'Discover the E-bike'.
26. Without prejudice to the foregoing, the total obligation for compensation in an appropriate case where Zuid-Limburg Bereikbaar can be held liable, shall not exceed the amount equal to the actual costs for travelling in an alternative way, with a maximum of EUR 150 per individual damage case. The Applicant must substantiate the abovementioned costs with documentation.

Supplements and alterations

27. Zuid-Limburg Bereikbaar can alter and/or supplement its service provision, the related instructions and/or the General Terms and Conditions at all times. The Applicant will be notified in good time about supplements and alterations. The Applicant who does not accept a supplement or alteration must inform Zuid-Limburg Bereikbaar of this non-acceptance in writing within thirty (30) days following the notification concerned. Zuid-Limburg Bereikbaar is entitled to deny the Applicant's participation in the Project 'Discover the E-bike' within ten (10) days following the notification of non-acceptance.

(Premature) termination of the Project 'Discover the E-bike'.

28. Zuid-Limburg Bereikbaar may decide to terminate the duration of the Project 'Discover the E-bike' prematurely. The right of the Applicant to participate in the Project 'Discover the E-bike' expires automatically in the event of premature termination.

Other and final provisions

29. The Applicant can contact the Customer Service of Zuid-Limburg Bereikbaar directly through www.zuidlimburgbereikbaar.nl and klantenservice@zuid-limburg-bereikbaar.nl or the phone-based Customer Service of Zuid-Limburg Bereikbaar for questions and/or information about these General Terms and Conditions.
30. In case the Applicant is approached by third parties within the context of providing information and/or interview(s) about the participation in the Project 'Discover the E-bike', the Applicant is obliged to inform the Customer Service.
31. Dutch law is of application to the legal relationship between Zuid-Limburg Bereikbaar and the Applicant.

These General Terms and Conditions have been filed with the registry of the District Court of Limburg, location Maastricht.

ANNEX



**Zuid-Limburg
Bereikbaar.nl**

Terms and conditions of ENRA's bicycle and E-bike insurance AV-AG-15/03 (to be consulted via www.ontdekdeebike.nl/voorwaarden)