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## RENTAL REGULATIONS STUDENT CITY BIKE

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version June 2022

### 1. Who can rent a bike?

These rental regulations are applicable for the rental of city bicycles of Thomas More. Only students who are enrolled at Thomas More or at KU Leuven campuses Geel or De Nayer are allowed to rent one bicycle.

### 2. Property of Thomas More

The bicycle which is rented has a unique identification number and remains the property of Thomas More. Selling, buying, sub-rental or exchanging is forbidden. The renter is always personally responsible for compliance with these rental regulations, even if a third person uses the rented bicycle.

The renter will use the bicycle sensible and careful. The bicycle has to be returned at the end of the rental period in the same condition. It is forbidden to add fixed accessories. Objects that are used to identify the bicycle have to be removable. The rental agency is not responsible for accidents while using the bicycle.

### 3. Availability

The rented bicycle can be collected by the student-renter after drawing up the rental contract and paying the total price for the rental period. There is no refund when handing in the bicycle before the end of the rental period, except when ending the study period prematurely.

The bicycles can be rented by students of Thomas More or KU Leuven campuses Geel and De Nayer at 35 euro for 1 semester or 70 euro for a full academic year.

### 4. The first week

The bicycle has had a check-up prior to the rent. Nevertheless, if the renter notices malfunctions which occur during the first week of the rental period, Thomas More will repair the bike for free. This does not apply for damage incurred by the renter or by third persons during this period.

### 5. Responsibilities of the renter

The renter is always responsible for the damage incurred to the bicycle and/or the chain lock as well as loss or damage of bicycle parts.

When the renter leaves the bicycle unattended, he/she is obliged to lock the bike at any time. If possible, using a fixed object like a pole or a fence, by means of the chain.

A non-locked bicycle or a not maintained bicycle will be seized by Thomas More, local police or other local authorities. Costs to the bicycle as a result of leaving it unattended and transport costs, if any, are on the account of the renter.

In case of loss or theft of the bicycle, the renter needs to warn Thomas More immediately (next working day). If the renter can prove that he/she had locked the bicycle, by showing the key, he/she pays Thomas More 100 euro to compensate the loss value. The renter can then, once, make use of another bicycle for the rest of the rental period, except if there are no more bicycles available. If the renter cannot present the key of the bicycle lock, he/she needs to pay a compensation of 400 euro. In case this relates to folding bikes, the amounts are 200 euro and 400 euro respectively.

If the renter loses the key, he/she can obtain a new key by paying 12,50 euro. The clause mentioned above concerning the compensation amounts expires when he/she can present the bike as proof the bike was not stolen.

## **6. Retrieved bikes**

When a stolen bicycle has been recovered during the rental period or at the latest within 6 months after the original end date, the renter will be invited to determine the damage to the bicycle. If the renter does not show up, he/she agrees silently to all repairs that need to be done to the bicycle. These repair costs and transport costs, if any, will be charged to the renter. This amount cannot exceed the price of the loss value.

## **7. Returning the bike**

All bicycles have to be returned at the latest on the end date mentioned on the rental contract, no later than June 30. At the end of the contract the bicycle will be checked carefully and repair costs, if any, will be charged. However, students can apply for a city bike as from July 1. They will be able to choose between a rental period between July 1 and January 30 the next year or between July 1 and June 30 the next year. The rental regulations of the next academic year will be valid.

If the bicycle is returned too late, the following fines will be carried out:

- Up to 7 calendar days after the final date of the contract: 10,00 euro
- From the 8th day up to 1 month: 20,00 euro
- From the 2nd month onwards: 30,00 euro

After 2 months the bike will be considered stolen and a fee of 400 euro will be charged.

When a bicycle is not returned or when extra costs or fines are not paid, a legal procedure will be initiated.

## **8. Authorities**

All disputes shall be governed exclusively by Belgian law.

Only the courts of the judicial district of Antwerp are competent.