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## GENERAL CONDITIONS ELECTRIC BIKES

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### 1. Who can rent?

These rental regulations are applicable for the rental of electric bikes 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, both city and electric bike, at the same time.

### 2. Property of Thomas More

The bicycle has a unique identification number and, together with all accessories, 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.

### 3. Availability

The rented bicycle can be collected by the renter after drawing up the rental contract. The renter acknowledges that the bike is in perfect condition and will handle it with due care.

Each vehicle goes with a chain lock, battery charger, display, instruction book and a laptop bike bag. When hiring an electric bike with support up to 45 km/h you get a helmet as well.

All accessories, required documents and the original bike key will be handed over to the renter.

### 4. Obligations of the renter

The renter will handle the bike with the utmost care.

The renter will:

- have the bike serviced at least once a year at a time organised by the rental company or at a by Thomas More acknowledged bike shop.
- have the battery charged at least every 2 weeks.
- store the battery at room temperature.
- store the bike in a roofed shelter.
- always remove the display (when detachable) from the bike when parking it on public property.

If the renter rents a bike with support up to 45 km/h, the renter needs to have the appropriate driving licence.

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If the renter does not comply with these obligations, the rental company is consequently entitled to recover from the renter the additional costs in full.

The renter shall also take care of effective protection of the bicycle against theft, fire and damage. All costs resulting from theft, fire or other damage which is not covered by the insurance shall be borne by the renter.

In case of repeated bike theft, the rental company reserves the right to refuse a new bike request.

The renter is legally obliged to fully indemnify the rental company against all fines and other claims/damage related to and/or resulting from breaches of (criminal) laws, regulations and applicable provisions relating to the condition and/or use of the vehicle imposed by the authorities.

If the rental company is nevertheless held liable and/or suffers damage, the rental company shall be legally entitled to charge the renter all costs, fines and damage involved.

The renter is responsible for any damage to the bicycle and its accessories.

If the bike is not returned in its original condition and/or accessories are missing or damaged, the rental company reserves the right to withhold (part of) the guarantee to compensate for damage or replacement costs. If the damage exceeds the rental guarantee, the rental company reserves the right to request an additional billing of the costs.

## 5. Obligations of the rental company

The rental company provides twice a year maintenance at one of the Thomas More campuses during the rental period. This maintenance is at the expense of the rental company. Any material costs (spare parts) are at the expense of the renter.

Included in this maintenance:

- Checking and adjusting the brakes
- Checking and adjusting the gears
- Checking the play in the steering head
- Checking the play of the wheels and spokes
- Checking condition and pressure of tyres
- Checking the chain or strap
- Checking function of bicycle lighting
- Checking and updating software

The renter makes sure to have the bicycle serviced at least once per academic year during the scheduled maintenance sessions or at a by Thomas More acknowledged bike shop.

## 6. Payment, negligence and ending the agreement

The renter can collect the electric bike only after the guarantee and the first month's rental have been paid in full. If a bike is available, the invoice will be sent to the official school email. The renter pays the rent as agreed in the tenancy agreement. All communication and invoicing (guarantee, rent, charging of additional costs, etc.) will be done via the official school email.

In case of non-payment of any amount due to the renter, the renter will automatically and without the need of a prior notice of default, owe a fee of 25 euros. The rental company shall in such case also be entitled by law to demand payment by the renter of the legal and other collection costs, including the costs of the renter's counsellor and other legal costs.

In the situations mentioned below, the rental agreement comes to an end and the rental company is entitled to immediately repossess the vehicle at the expense of the renter and to proceed to final settlement of the contract:

- a. If the renter remains in default with regard to the payment of one or more rental periods and/or guarantee, costs, damages, etc. that can be charged to the renter on the basis of the main agreement including the general terms and conditions, and the renter fails to respond to a relevant notice of default by more than 8 days.
- b. If the renter does not comply with the applicable laws and regulations, and the notice of default of the rental company lasts more than 8 days.
- c. If the insurance of the vehicle in use is suspended by the insurance company for any reason whatsoever.
- d. If the renter uses the vehicle and/or allows it to be used for a purpose other than that for which it is intended.
- e. In the event of the death of the renter.
- f. In the event the vehicle is lost or damaged to such an extent that it must be considered an economic total loss, the rental company shall be entitled to terminate the rental agreement immediately to the disadvantage of the renter.
- g. If the renter stops studying and deregisters from Thomas More or KU Leuven.
- h. If the renter is out of employment.

## 7. Exchangeability of bikes

The renter is not allowed to exchange the bike for another available model, unless explicit and written consent of the rental company.

## 8. Return at the end of the period of use

The vehicle must be returned to an address and location specified by the rental company no later than the last day of the rental agreement.

A vehicle can only be returned:

- when all accessories (i.e. the necessary documents, the original key, the laptop bicycle bag, the chain lock, the display, the battery, the battery charger and for bicycles with pedal assistance up to 45 km/h the helmet, copy of the insurance certificate and the registration certificate) are presented at the same time.
- when the bike has been cleaned properly.

As long as all these 2 conditions are not met, the collection is not completed and the renter must pay a compensation of 3 euro per day for late return. The renter is liable for all damages the vehicle shows upon return. Uninsured and uncompensated damage by the insurance company shall be at the expense of the renter.

The guarantee will be refunded to the account number provided by the renter, under the condition that the bike is returned in its original condition. Any damage or missing parts may result in (partial) deduction of the guarantee.

If the two conditions are met, the guarantee will be refunded to the account number provided by the renter.

## 9. Authorities

These agreements and the rental contracts shall be governed exclusively by Belgian law.

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