

# Algemene stallingsvoorwaarden

"Bike45" for the storage of two-wheeled vehicles  
Zoutmanstraat 45, 2518 GR in The Hague  
Bike45.nl  
info@bike45.nl



## Article 1: Definitions

Bike45 established at [2518 GR] 's-Gravenhage at van Zoutmanstraat 45, also to be called: "depository".

Bicycle: the bicycle or electric bicycle deposited at Bike45.

Custody: the storage of the bicycle.

Custodian: owner of the two-wheeler.

Storage receipt: a subscription.

## Article 2: Applicability

All offers made to and/or by Bike45, contracts and all other engagements with Bike45 relating to the storage of a two-wheeler shall be governed by the following General Terms and Conditions.

Any deviations from these General Terms and Conditions shall apply only if and to the extent that they have been confirmed in writing by Bike45.

## Article 3: Payment & subscriptions

Retention is only on the basis of a three-month subscription paid in advance. The price quote is agreed in advance and thus paid in advance of the next rental period. Prices are based on (electric) bicycles.

If the bicycle is stored before one of the access cards mentioned in paragraph 1 has been obtained Bike45 will not accept any liability in case of theft or loss of the bicycle and no damage will be compensated.

Subscriptions commence on the first day of the month following the date of purchase.

Bike45 is entitled to change its prices and tariffs at any time, unless it has been expressly agreed that prices and tariffs are valid for a fixed period.

Premature termination of the subscription by the depositor is not possible, nor will the proportionate amount for the period in which the subscription will not be used by the depositor be refunded.

Subscriptions are valid for 24 hours a day.

## Article 4: Storage & liability

The owner of the two-wheeler must store and collect the two-wheeler himself.

Custodian has an independent obligation to verify with the correct digital key.

The bicycle must be locked properly, at least with one lock, failing which no liability or compensation will be accepted in case of theft or loss.

Bicycles must be stored 24 hours a day.

The bicycles can be stored and retrieved 24 hours a day.

Bike45 will never be liable for damage, destruction or loss of parts of two-wheelers.

The parking places are suitable for all types of front wheels with a maximum tire thickness of 50mm. If the tire thickness is greater than 50mm the owner has to make a special request to Bike45.

## Article 5: Exceeding the storage period

If the bicycle is not collected on the day that the storage certificate of depositor expires, Bike45 will issue a dated receipt for the bicycle.

If depositor comes to collect his two-wheeler within 7 days, he must pay the usual rate for the days between the placement of the receipt and collection day.

If depositor comes to collect his bicycle within 7 days, he is obliged to pay the current rate for the collection of the bicycle between the day of deposit and the day of collection.

If depositor comes to collect the bicycle stored in the depot the following costs are due:

- The costs charged by the bicycle depot.
- The normal storage fee for the days on which the bicycle was stored with the depositor.

Articles 5.1 through 5.4 do not apply to bicycles for which a "Certificate of Occupancy" has been issued.

#### Article 6: Storage receipt

The storage certificate only entitles the customer to use the Bike45 storage facility and to store and collect the bicycle. No other rights can be derived from the storage certificate. The storage certificate does not provide the possibility of permanent storage of the bicycle.

Storage is only possible if there is sufficient space within the storage facility. Bike45 has the right to refuse storage of the bicycle if there is no space available.

#### Article 7: Damages

Bike45 is not liable for any damage caused by loss or theft of a stored bicycle during the opening hours of the storage facility for which a storage certificate has been issued.

#### Article 8: Applicable law and competent judge

All contracts concluded with Bike45 relating to the storage of a bicycle are subject to the laws of the Netherlands.

All disputes arising out of or in connection with the storage contract, including disputes arising out of the interpretation or implementation of these General Terms and Conditions shall be decided by the absolute competent court in the district of The Hague.

Bike45 -

Chamber of Commerce registration number 58766359

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