**General storage conditions**  

“Bike45” for the storage of bikes

Zoutmanstraat 45, 2518 GR in The Hague

Bike45.nl

info@bike45.nl

Article 1: Definitions

Bike45 has its registered office in [2518 GR] 's-Gravenhage at the Zoutmanstraat 45, also referred to as: "custodian".

Bike: the bicycle or electric bicycle deposited at Bike45.

Storage: the storage of the bike.

Depositor: owner of the bike.

Parking ticket: a subscription.

Article 2: Applicability

The following general terms and conditions apply to all offers to and/or by Bike45, agreements and all other commitments with Bike45 with regard to the storage of a bike. Deviations from these general terms and conditions only apply if and insofar as they have been confirmed in writing by Bike45.

Article 3: Payment & subscriptions

Storage only takes place on the basis of a prepaid monthly subscription of at least three months. The quotation has been agreed in advance and thus paid in advance for the next rental period. Prices are based on (electric) bicycles.

Subscriptions start on the first day following the day of purchase. Bike45 is at all times entitled to change its prices and rates, unless it has been expressly agreed that prices and rates apply for a specific period. Cancellation of the subscription is subject to a notice period of one month, calculated from the moment of registration. Premature termination of the subscription by the depositor is not possible, nor will the amount be refunded in proportion to the period in which the depositor will not use the subscription.

Article 4: Storage & liability

The owner of the bike must store and collect the bike himself. The depositor has an independent obligation to verify with the correct digital key. The bike must be properly locked, at least with one lock. Bikes must be parked 24 hours a day. The bikes can be parked and collected 24 hours a day. Bike45 is never liable for theft, damage, destruction of the bike and missing parts of bikes. The parking places are suitable for all types of front wheels with a tire thickness of up to 50 mm. If the bike has a tire thickness greater than 50mm, the owner must submit a special request to Bike45.

Subscriptions are valid 24 hours a day.

Article 5: Exceeded storage period

If the bike is not collected on the day that the depositor's storage certificate expires, the bike will be provided with a dated receipt by Bike45. If the depositor comes to collect his bike within 7 days, he must pay the prevailing rate on the days between the receipt of the voucher and the collection day. 7 days after exceeding the storage day, Bike45 is entitled to remove the bike given into custody by the depositor. If the depositor still collects his bike that has been parked in the depot, the following costs will be charged: € 25.00 These are the costs charged by the bicycle depot in The Hague. The usual storage rate for the days that the bicycle has been kept at the depositee's will also be charged.

Article 6: Storage of Evidence

The parking certificate only gives the right to the storage of Bike45 and to the storage and collection of the bike. No other rights can be derived from the parking certificate. The parking certificate does not offer the possibility of permanent storage of the bike. Parking is only possible if there is sufficient space within the shed. Bike45 has the option of refusing to park the bike if there is no space within the shed.

Article 7: Damage

Bike45 is not liable for damage to the bike or damage caused as a result of the loss or theft of a bike in storage, which bike has been parked during the opening hours of the parking facility, for which a parking certificate has been issued.

Article 8: Applicable law and competent rights

Dutch law applies to all agreements concluded with Bike45 with regard to the storage of a bike. All disputes arising from or in connection with the custody agreement, including disputes arising from the interpretation or implementation of these general terms and conditions, will be decided by the absolute competent court in the district of The Hague.

The Dutch translation of the general parking conditions applies to these storage conditions.

Article 9:

Until further notice, no batteries or chargers for E-bikes are allowed in the shed.

bike45

Chamber of Commerce registration number 58766359

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