

GENERAL TERMS AND CONDITIONS - BICYCLE ASSISTANCE CORPORATE

1. Beneficiary:

The physical or legal person who has concluded an agreement for this purpose with the assistance provider concerned that provides assistance for bicycle commuting or business travel by the physical or legal person's own staff members, employees or members, where the bicycles in question may be a user's own bicycle or bicycle made available/leased to the user, hereinafter referred to as 'users'.

2. Coverage:

Coverage applies 24/7 throughout the Benelux and up to 50 km across borders in Germany and France.

Coverage applies to every type of bicycle, e-bike, e-scooter, e-step and S-pedelec in the event of technical or electric breakdown, vandalism, theft or accident, as a result of which the cyclist can no longer continue to ride the two-wheeler in question independently (exception for the exclusions under art. 5).

Coverage applies to 2 cycles per user (which, however, may not be used simultaneously) and for unlimited assistance each year. E-bikes, e-steps, S-pedelecs and e-scooters may be up to 2 years old at the time of conclusion of the agreement.

Coverage applies from every point of departure: home address/work address/station or parking place in the event of commuting + if 'private use' has also been agreed: second residence/holiday address/starting place (hotel, parking place of the car or station) of a bicycle excursion.

3. Modalities of bicycle assistance:

In the event of a bicycle breakdown and after contacting the helpdesk via the 0800 emergency number, the roadside breakdown vehicle will arrive at the location within 45 min. (see art. 4):

a) If the breakdown occurs within a radius of 50 km of the starting point and the bicycle cannot be repaired for use on the spot, we will transport the cyclist to his/her departure point or destination and the bicycle to the desired or predetermined bicycle repairer (this may be his/her own repairer).

b) If the breakdown occurs outside of this 50 km radius of the starting point and the bicycle cannot be repaired for use on the spot, we will transport the cyclist and the bicycle to the nearest bicycle repairer or desired location.

One fellow cyclist can also be transported, if desired.

4. Conditions attached to bicycle assistance:

The beneficiary/user hereby declares that his/her cycle or cycles are technically and legally in order and properly maintained. Bicycle assistance is provided subject to good consultation, at places freely accessible to the roadside breakdown vehicle, within a reasonable period of time (45 min. is the reasonable efforts obligation) and to the extent that government regulations or other external circumstances, such as force majeure (including diversions, parades/demonstrations, road closures or extreme weather conditions) do not complicate or prevent this.

The assistance provider cannot (except in the case of its own shortcomings/errors) be held liable for non-execution, delay, damage or injury resulting from force majeure or shortcomings/errors by third parties, without prejudice to the liability of these parties.

When the user calls the 0800 emergency number, the following information must be given: the affiliation number/Bike ID number + name of the party who signed the assistance agreement/of its beneficiary + coordinates of the location of the bicycle breakdown + location to which he/she requires to be taken (if this is within the 50 km radius).

The coverage runs as long as the agreement between the assistance provider and the party who signed the agreement/beneficiary concerned applies.

5. Excluded from bicycle assistance:

1. Participation in organised competitions/cycle rides. 2. Assistance for a bicycle that is already at a bicycle repair shop. 3. In case of theft, if no theft has been reported to the police. 4. A journey undertaken with a clearly insufficiently charged e-bike/S-pedelec/e-step/e-scooter battery. 5. A malfunction caused intentionally. 6. Breakdown due to obvious negligence in maintenance. 7. Problems that already existed before the cycle journey took place (at the discretion of the roadside patrol, the bicycle repairer or the assistance provider). 8. The price of spare parts and all costs of the bicycle repairer or any other assistance requested outside of the assistance provider involved here.

(!) In the event of abuse of the above, the full cost of assistance + an administration fee of € 50 will be charged unconditionally to the user/beneficiary.

6. Privacy policy:

We respect the privacy of all our customers and their members/employees in accordance with Belgian legislation and the new European Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (the GDPR). The full text of this privacy policy can be downloaded on the site of the assistance provider. Everyone has a right of communication, consultation, access and correction of their personal data. Sending a written request or an e-mail with a copy of the identity card to the assistance provider is all that is required to do this.

These general terms and conditions form an integral part of the present assistance agreement between the assistance provider and its beneficiary (indicated under art. 1 above). The beneficiary declares to have taken note of these general terms and conditions and agrees with them.

Valid from 01.11.2019 and replacing all previous versions of these general terms and conditions.