# Rental conditions green electric carts (golf carts) from Fietsfabriek 3740

#### Renter:

Stad Bilzen – Bilzen Tourism Deken Paquayplein 1 3740 Bilzen BE0207.475.377

# Rental point:

Fietsfabriek 3740 Zeepstraat 14 3740 Bilzen

#### Article 1

By booking and paying for one or more of the green carts on the Stad Bilzen webshop, the hirer agrees to the rental conditions. If the hirer deviates from these rental conditions, he/she will be held fully responsible.

#### Article 2

The green carts can be rented for a four-hour sightseeing drive. The hirer can consult the route in advance on www.visitbilzen.be. The chosen route is indicated on a tablet installed on the green cart.

#### Article 3

The hirer can collect the green cart on the reserved day at Fietsfabriek 3740 (Zeepstraat 14 – Bilzen) during opening hours. The opening hours are indicated on www.visitbilzen.be/fietsfabriek3740.

The hirer will receive an explanation on how the green cart works when collecting the vehicle. The green carts will be provided in good working order by the rental provider and with a sufficiently charged battery for the reserved route. Should this not be the case, the hirer should inform the reception staff before departure.

A GPS/tablet will be provided. The GPS/tablet must be returned to Fietsfabriek 3740 at the end of the rental period. If the GPS/tablet is damaged or not returned, the hirer will be held fully responsible for the cost.

### Article 4

The green cart must be returned to Fietsfabriek 3740 on time and in the same condition as on departure. If the green cart is returned late, the hirer will pay an additional fee (€30,00 per hour started) for each green cart returned late.

# **Article 5**

The green cart remains the exclusive property of Stad Bilzen – Bilzen Tourism – throughout the rental period. The hirer is not allowed to lend, sub-let or transport the green cart with a vehicle without prior permission from Stad Bilzen – Bilzen Tourism.

### Article 6

The hirer must comply with Belgian law at all times. In addition to respecting traffic rules, the hirer is expected to treat the green cart responsibly. The green cart is considered as a car and the driver must therefore comply with the Highway Code as well as existing regulations on alcohol consumption.

The driver of the green cart must be minimum 18 years of age and hold a valid B driving license. When collecting the cart, the driver must show his/her driving license. Our reception staff will make a copy. Only persons registered as drivers when collecting the cart, and who have shown their driving licenses may drive it. Each cart can seat up to 4 people (adults and children included).

If the hirer infringes existing regulations during the rental period, Stad Bilzen cannot be held liable under any circumstances. Any fine resulting from an infringement or violation shall be payable by the hirer.

#### Article 7

If the hirer discovers a problem during the drive, he/she should immediately contact Stad Bilzen – Bilzen Tourism (+32 (0)89 39 74 30). If the problem cannot be solved by phone, Stad Bilzen – Bilzen Tourism will send a technician. This breakdown service is free of charge if the vehicle is on the prescribed route. However, if the hirer has deviated from the prescribed route, the technician's intervention will be invoiced to the hirer.

Under no circumstances can the hirer claim damages or interest for usage problems during the rental period.

### **Article 8**

The vehicle is insured for third-party damage, albeit with an exemption of €125,00.

In the event of an accident, the hirer shall immediately inform the renter. A report must also be made in the event of an accident.

If the accident involves serious damage (including steering problems, tire problems, suspension problems, if the vehicle can no longer be moved or if there is damage to the bodywork), it is forbidden for the hirer to move it. In such a case, the hirer is obliged to inform the police so that they can make an official report on the spot.

If damage is incurred to the vehicle due to the hirer's fault, the hirer must immediately inform the renter upon returning the vehicle. The hirer agrees that a damage report will be drawn up. The full costs will be recovered from the hirer. Tariffs for damaged parts are calculated on the basis of tariffs in force at the time. The hourly rate for repairs is €40,00/hour (excl. VAT). The hirer expressly agrees to this.

# Article 9

In the event of loss or theft of the green cart, the hirer is obliged to immediately report this to the renter (Stad Bilzen – Bilzen Tourism) and the police.

The hirer is liable for the loss and/or theft of the green cart except in cases of force majeure. As a rule, force majeure will not be accepted if the hirer is no longer in possession of the vehicle's key.

### Article 10

The hirer has the right under certain circumstances (such as compromised safety) to cancel the booking free of charge. A cancellation by the hirer can be made in accordance with the cancellation conditions of the Stad Bilzen webshop and AGB Stadsontwikkeling Bilzen. Cancellations are only refunded if they are made in writing (by e-mail) at least three days in advance to the Bilzen Tourism or by submitting a sick note to the Alden Biesen Tourist Office. Refunds will be made within 90 days via bank transfer. Cash refunds are not possible.

### Article 11

Stad Bilzen cannot be held liable for the consequences of any error made by itself or by its employees. Stad Bilzen can only be held liable in cases of gross negligence and/or malicious intent.

#### Article 12

All disputes will be settled under Belgian law and fall under the exclusive jurisdiction of the Courts of Limburg.