General Bicycle Hire Terms

These terms apply to the hire of a bicycle, such as a mountain bike (MTB) or electric mountain bike (E-MTB), during a trip with CvA travel (Chamber of Commerce no. 91635233). The bicycle forms part of your package travel. Alongside these terms, the CvA travel Travel Conditions (Reisvoorwaarden) and the statutory rules on package travel therefore also apply. In the event of any conflict, the Travel Conditions and your statutory rights take precedence.

Part A applies to all hire bicycles. Part B also applies to CvA travel's own bicycles in Uganda, including on trips in Rwanda. Part C also applies to bicycles that CvA travel hires from a local partner, such as in Tanzania, South Africa, Vietnam and Laos. You will receive these terms before booking, together with the quotation and the Travel Conditions.

Part A – All hire bicycles

1. Reservation and hire agreement
   - 1.1. When you book, we reserve the bicycle you have chosen. The type of bicycle, the hire charge and, for CvA travel's own bicycles, the current value, the deposit and the price of the damage waiver are stated in the quotation and in the hire agreement.
   - 1.2. We select the frame size on the basis of the height you state when booking. Please state it accurately.
   - 1.3. When you receive the bicycle, you sign the hire agreement. In doing so, you confirm the handover and the condition of the bicycle. It does not add any obligations that are not already set out in these terms or in the quotation.
2. Inspection and handover
   - 2.1. Before every trip, each bicycle is inspected by a mechanic and then checked again by a second person. Both record this inspection with their name, the date and their signature.
   - 2.2. At handover, you and the guide check the frame size, saddle height, brakes, gears, tyres and helmet together. You will be shown how the bicycle works and given a safety briefing. You confirm this on the hire agreement. Any defects you find at that point will be put right before departure, or you will be given a different bicycle.
   - 2.3. At the end of the hire period, you return the bicycle in the same condition as when you received it. You are not charged for fair wear and tear, such as wear to tyres, brake pads and chain.
3. Use of the bicycle
   - 3.1. You use the bicycle with care and only for its intended purpose. You may take part in races only with CvA travel's prior consent.
   - 3.2. You always wear a helmet while cycling.
   - 3.3. You follow the local traffic rules and the guide's instructions. You adapt your speed and riding to your own ability, the road surface, the weather and other conditions.
   - 3.4. Accessories, such as your own pedals or saddle, are fitted and removed by the mechanic or the guide.

3.5. You park the bicycle in a safe place, locked if the guide asks you to, and never lay it down on its derailleur side.
3.6. You may not lend, sub-hire, sell or exchange the bicycle or any of its parts, or let anyone else use them in any other way.
3.7. **E-MTB:** do not ride through water deep enough to submerge the motor. The motor is splash-proof, but not waterproof.

4. Report defects immediately
   4.1. If you notice a defect in the bicycle, such as creaking or unusual noises, gears that do not change smoothly, brakes that have to be squeezed a long way or make a noise, or an E-MTB that gives no pedal assistance or shows an error message, report it to the guide immediately. Do not ride on until the guide has assessed whether it is safe to do so.
   4.2. If you do not immediately report a defect you have noticed, or if you continue riding despite the defect, any resulting damage will be at your expense.
   4.3. Report any accident, damage, loss or theft to the guide immediately.
5. Weather and changes to the itinerary
   5.1. If a cycling day has to be changed or cancelled because of the weather or other circumstances, CvA travel will offer an alternative where possible. Whether you are entitled to a price reduction in that case is determined by the Travel Conditions and the law.
6. Participation and liability
   6.1. Articles 15 and 16 of the Travel Conditions apply to participation, safety while cycling and liability.
   6.2. Damage resulting from your own riding or from failure to comply with these terms is at your expense.
   6.3. For injury and medical costs, we strongly advise you to take out your own travel insurance (Article 4 of the Travel Conditions).

Part B – CvA travel's own bicycles (Uganda, including trips in Rwanda)

7. Damage, loss and theft
   7.1. Damage to the bicycle that occurs during the hire period is at your expense, unless you show that the damage was not your fault. This does not include fair wear and tear.
   7.2. When the bicycle is returned, you and the guide jointly assess the amount of the damage using the parts price list in the hire agreement. You and the guide both sign for the damage assessed.
   7.3. In the event of loss or theft, you pay the current value stated in the hire agreement, unless you show that the loss or theft was not your fault, for example because the bicycle was locked in the place the guide had designated.

7.4. If the bicycle is damaged beyond repair through your fault, for example because the motor of the E-MTB has been submerged in breach of Article 3.7, you pay the current value stated in the hire agreement plus the cost of transporting a replacement bicycle from the Netherlands to Uganda. This also applies if you have chosen the damage waiver. We therefore recommend that you take out travel insurance that covers damage to a hired bicycle.

7.5. If the bicycle can no longer be used, CvA travel will arrange a replacement bicycle where possible.

8. Damage waiver or deposit

8.1. When you book, you choose one of the following two options:

- **Damage waiver:** you pay a fixed amount. If there is damage, you then pay only the excess per incident, except for damage beyond repair that is your fault (Article 7.4). You do not pay a deposit.
- **Deposit:** you pay a deposit. Any damage is entirely at your expense and is deducted from the deposit. If the damage exceeds the deposit, you will receive an invoice for the difference.

The amounts are stated in the quotation and in the hire agreement.

8.2. The damage waiver is not insurance. It does not cover loss or theft of the bicycle, injury or damage to third parties.

8.3. If there is no damage, we will refund the deposit within 5 working days of the end of the hire period to the bank account from which you paid for the trip. If there is damage, we will refund the part of the deposit that remains after deduction.

8.4. You pay any invoice for damage, loss or theft within 14 days of receipt.

Part C – Bicycles from a local partner (such as in Tanzania, South Africa, Vietnam and Laos)

9. Ownership and hire

9.1. CvA travel hires these bicycles and helmets from a local partner and hires them out to you. The bicycle and helmet remain the property of the local partner. The local partner's guide hands the bicycle over to you on behalf of CvA travel.

9.2. You do not pay a deposit.

10. Damage, loss and theft

10.1. Damage to the bicycle or helmet, loss or theft is at your expense, unless you show that it was not your fault. This does not include fair wear and tear.

10.2. You settle any damage, loss or theft directly with the local partner on the spot. CvA travel has authorised the local partner to settle this with you on its behalf; a payment to the local partner counts as a payment to CvA travel. CvA travel does not advance any amounts and does not refund amounts you have settled with the local partner.

10.3. If you disagree with how the matter was settled on the spot, report this immediately to the guide and to CvA travel no later than two months after the trip (Article 17 of the Travel Conditions).

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