



Off Road Solutions
Een oplossing op maat voor elke ondergrond
Ballonbanden, off road rolstoelen, movers, trailers en meer...
www.offroadsolutions.nl

Rental agreement

By submitting the rental request via the website, the tenant declares that he is aware of, and agrees to, this agreement. This rental agreement comes into effect after written confirmation of the application by the renter and after receipt of payment.

Rental period: as indicated by the tenant in the application and confirmed by the landlord.

Off Road Solutions, Dorpsstraat 58, 4356 AK Oostkapelle, after this to be called renter, and **hirer**,

agree as follows:

Renter declares to rent and deliver in a good condition to hirer, who declares to have rented and to receive in a good condition from renter, the De-Bug off road wheelchair.

Signatories furthermore agree as follows:

Section 1

1. During the time the hirer has the wheelchair at his/her disposal, all costs with regard to the use of the wheelchair, like storage, are at hirer's expense.

2. Any required transportation costs are at hirer's expense.

Section 2

Repairs to the wheelchair carried out without renter's permission are at hirer's expense.

Section 3

Hirer is accountable for damage due to loss of supplied documents, like insurance policy.

Section 4

Hirer declares to be familiar with the fact that, with regards to the wheelchair, no insurance has been taken out other than the ones named explicitly. Any other or more comprehensive insurance desired by the hirer has to be arranged by hirer at his/her expense.

Section 5

1. Hirer is accountable for all damage to the wheelchair and its accessories which occurs during rental period and collateral damage as a result of this, whether or not it's caused by hirer's fault or through circumstances beyond hirer's control.

2. Hirer frees renter from all damage to substitute driver(s) or other persons, for which renter should be liable according to the law and that isn't covered by renter's third-party insurance.

3. Hirer frees renter from all fines, transactions and administrative sanctions etc., imposed on renter because of (criminal) offences committed during rental period by hirer and/or substitute driver(s). For these kind of fines, transactions and administrative sanctions hirer assumes in relation to renter, and as far as possible also externally, full risk, responsibility, accountability and liability.

4. Subsection 2 and 3 do not apply if hirer proves that costs, incurred by renter, are a consequence of a defect of the wheelchair, that was already present at the start of the renting period.

Section 6



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In case of damage or loss, whether or not caused by the hirer's and/or user's fault and occurred with regard to the wheelchair and/or any associated document and/or any other associated object or inflicted to any other person, hirer is obligated to immediately inform renter by telephone, and in addition to this, to confirm it in writing. Hirer is obligated to follow renter's instructions and if possible to have the police report the offence. In case of neglecting to inform renter as mentioned before and in case of not following the instructions hirer will be liable for any loss suffered by renter due to this neglect.

Section 7

Renter is not liable for any possible cost and/or damage, which might be inflicted to hirer, user or substitute driver(s) as a consequence of any damage to and/or defect and/or loss of the wheelchair with its accessories or to other persons.

Section 8

If the hired wheelchair is not returned on time, hirer owes to renter a fine of € 25 per hour for every hour the wheelchair is returned too late. This without any requirement of proof of default. If the rented wheelchair is not ready at the agreed pick-up time at the agreed location, hirer will owe the renter a fine of € 25,- per hour for every hour that the wheelchair can be taken back by the renter too late, without any requirement of proof of default being required.

Section 9

Renter has the right to terminate the rental agreement without any judicial intervention at all times, when according to renter hirer doesn't use the wheelchair in a proper and cautious way.