

Additional General Terms and Conditions for Professional Landlords

Version 1.1.2 for the MotoShare platform is geüpdate on 21 January

These Business Rental Terms and Conditions are an addition to the MotoShare Terms and Conditions and relate to and apply to the use of the MotoShare Service for the rental of motorbikes in the Netherlands and Belgium via <https://motoshare.eu/nl-nl/> and <https://motoshare.eu/nl-nl/rent-motorcycle/belgie> as a Professional Rental Provider.

MotoShare advises you to read these Terms and Conditions of Business Rental carefully so that you know your rights and obligations.

1. Definitions:

Rental Agreement: The agreement concluded between a Renter and Landlord via the Platform after the Renter has paid the Rental Fee. Part of the Rental Agreement is the Transfer Form that Tenant and Landlord sign at the start and end of the Rental Period and which officially indicates the start and end of the Rental Period.

Renter: Only the private Renter who wishes to rent or lease a Motorbike through the Platform.

Professional Lessor: A legal entity within the meaning of the Civil Code that wishes to offer or is offering a Motorbike for rental through the Platform. An example of a Professional Lessor is a dealer.

MotoShare: The platform MotoShare is operated by MotorConnect B.V., a private company with limited liability, having its registered office at Keizersgracht 520H in Amsterdam and registered with the Chamber of Commerce under number 91867835. We' also means MotoShare.

Insurance Agreement: Regarding rentals between a Renter and Private Landlord, the insurance agreement entered into by MotoShare with Combi Motors Insurance for the rental of motorbikes. With regard to rentals between a Renter and a Professional Rental Company, the insurance contract concluded by this Professional Rental Company itself (outside MotoShare) for the rental of Motorbikes. See also the term "Insurer".

By accepting the terms and conditions, you, as a Professional Host, agree to:

1. You will arrange your own all-risk insurance which covers motorbike hire for any damage to the motorbikes, Renter and third parties. When handing over the rented motorbike to the Renter, you go through the insurance conditions with the Renter and the Renter must agree and sign them. Consequences of not having the insurance conditions signed are for your account as Lessor.
2. If, as a Professional Host, you use the daily premium offered by Combi Motors Insurance, the insurance policy you have received as a Professional Host from Combi Motors Insurance applies. MotoShare is not part of this insurance and does not deduct it from the rental price or the MotoShare Mediation Fee. Combi Motors Insurance invoices per quarter directly to you as a Professional Host based on the Rental Agreements that have taken place. MotoShare bears no responsibility and/or liability regarding this insurance between Combi Motors Insurance and the Professional Lessor.

3. The excess for a Renter on a Rental Agreement concluded via the MotoShare platform is a maximum of € 1,500 excl. VAT per rental period for a motorbike. Renters can reduce the excess via MotoShare to € 700 excl. VAT per rental period for a fee.
4. In the event of damage, you as a Professional Landlord will charge and recover the excess from the Renter up to the amount specified in the Rental Agreement.
5. In those cases where the Renter has reduced the excess via MotoShare from €1,500 to € 1,000 or €700 excl. VAT, MotoShare shall cover in favour of the Professional Renter the damage above the pre-arranged excess amount incl. VAT. up to a total maximum amount of €1,500, or the damage amount if lower than the insurance excess.
6. Guarantee of the excess by MotoShare only occurs if Professional Landlord, despite multiple attempts (at least two) is unable to collect the amount from the Renter. This is at least one calendar month from the time Professional Landlord identifies the damage and invoices the Renter. If this invoice of the Renter's chosen excess as stated on the Rental Agreement is not paid within one calendar month, MotoShare will go through a collection process towards the Renter. If the Renter does not pay the excess even then, MotoShare will stand surety for the excess, supplemented to the maximum of €1,500 and only after proof of invoice and reminders on this invoice from Professional Landlord.
7. In the event of damage, the Professional Lessor shall claim from the Hirer only the direct damage to the motor vehicle, up to a maximum of € 1,500 excl. VAT and € 700 excl. VAT per rental period, respectively. Costs of valuations, lost rental turnover and other indirect costs shall not be considered and reimbursed as damages in this context.
8. Guarantee of the excess by MotoShare only covers the cost of required materials for the dealer to repair the motorbike in-house to the condition the motorcycle converted to before start of the rental.
9. The excess guarantee by MotoShare only covers the cost price of the products, the maximum private sale amount including assembly of these products being a maximum of €1,500.
10. In the event of a claim for an excess amount covered by MotoShare, Professional Landlord must include photos of the motorbike from before, and after the accident for MotoShare's assessment.
11. Before recovering excess from MotoShare by guarantee, Professional Landlord must attach a purchase invoice of the required materials, including a completed damage form.
12. In the event that a Renter causes damage that is excluded from insurance under the insurance terms of Professional Landlord, Professional Landlord will itself recover such damage from the Renter. MotoShare is never liable for this, and does not guarantee excess coverage here.
13. Professional Landlord acknowledges that MotoShare is never liable for a higher amount than the maximum excess.
14. Additional kilometres are determined by Professional Lessor and Renter upon return of the motorbike and charged to Renter via MotoShare. Immediately upon receipt,

MotoShare will pay on additional kilometres driven to Professional Lessor after remittance of commission.

15. Fines imposed as a result of traffic violations by Renters will be shifted by Professional Landlord onto the Renter otherwise settled between Renter and Professional Landlord. MotoShare does not guarantee this.
16. MotoShare shall never be liable for fraud of Renters or consequential damages thereof.