

Terms and conditions

Try an e-bike

Terms and conditions of Getting There

- You can try an e-bike one time during the trial period. (06-04-22/06-06-22).
- The e-bike trial offer is open only to employees who work on the Energy & Health Campus.
- The e-bike is meant to be used for commuting. It is not permitted to take the e-bike with you when you go on holiday.
- The e-bikes are all risk insured, with an excess of €100,-. If there are damages, this excess will be claimed through the Energy & Health Campus.
- The e-bike is made available for a period between Wednesday and Tuesday. You need to pick up and return the e-bike on the campus Forum, at the NRG Service Desk.
- Bring your confirmation mail and an ID when you pick up the e-bike.
- During the trial, the Support Desk from supplier De Boom en het Meer is available during office hours to answer your questions. The emergency desk is available 24/7. They can help you if you experience technical problems.
 - Emergency Desk: 088 - 877 80 44
 - Support Desk: 085 - 876 90 24 (support@deboomenhetmeer.nl)

Terms and conditions of De Boom en het Meer (e-bike supplier)

Taking into account the following:

- The e-bike trial is an e-bike promotion programme developed by De Boom en het Meer to promote the use of sustainable transport for daily travel, commuting and business trips. Biking has health benefits and is beneficial for the environment and accessibility.
- De Boom en het Meer aims to change the behaviour of residents and employees in how they choose a mode of transportation for utilitarian use, by providing personal and business-oriented advice and communication strategies.
- The project is organised by De Boom en het Meer commissioned by Energy & Health Campus.



Ownership of the vehicles

The bicycles, e-bikes, speed pedelecs or e-scooters used, hereinafter referred to as Vehicles, are the property of or rented by De Boom en het Meer B.V. Vehicles of participating companies can also be used.

De Boom en het Meer and the participating company are referred to as Owner. In all cases, the terms and conditions for participation remain in force.

Terms of use

1.1 The participant, hereinafter in the terms and conditions referred to as User, is a person who works for an organisation or is an inhabitant of a municipality participating in the project. The User has registered as a candidate for participation and has been accepted as such.

1.2 User is at least 18 years of age when making the reservation and when using a Vehicle.

1.3 Each User may participate in the project no more than once. The Vehicle is used for utilitarian journeys (as opposed to recreational use).

1.4 The User will gain access to the Vehicle on the first day of the booked period. The keys and the Vehicle (and if required the registration certificate) will be available at the vehicle distribution point.

1.5 The User will return the Vehicle with a full battery before or at the agreed time, and will ensure that the Vehicle is in mint condition. The next User will then be able to make use of the Vehicle.

1.6 In case of late or non-returning, The Project organisation is entitled to charge the User for all costs related to the safe return of the Vehicle. For every day of late return, an additional 25 euro will be charged.

1.7 For e-scooters and speed pedelecs: The User has to have a valid (moped) driving licence and has provided a valid driving licence number when making the booking. Without a driving licence, the Vehicle is not insured and all additional costs in the event of damage will be charged to the User. The User hereby indemnifies both the project organisation and De Boom en het Meer against all liability in the event that the User has not provided a valid driving licence.

1.8 For speed pedelecs: Wearing an approved helmet (minimum standard NTA 8776:2016) is mandatory when using speed pedelecs. The User is responsible for a helmet.

1.9 It is not allowed to drive the vehicle on unpaved roads. Also, the vehicle may not be taken with you on holiday or other recreational destinations.

Obligations when making a reservation

2.1 By making a reservation, the User enters into a financial obligation. User is then required to pay any personal contribution and, if applicable, excess and fines.

2.2 By making a reservation, the User declares to be familiar with the laws and regulations that apply to the relevant Vehicle and to observe all traffic regulations. Penalties and other fines as a result of non-compliance with regulations are at the expense of the User.

2.3 By making a reservation, the User gives permission to De Boom en het Meer to process and store the User's personal data that was provided whilst making the booking. The User is aware of the privacy policy stated by the project organisation.

2.4 The User will fill out a short questionnaire to evaluate the project. This questionnaire is delivered via the Going Easy reservation system.

Responsibility for maintenance and repairs

3.1 During the booked period, the User is responsible for the Vehicle and must treat the Vehicle with due care, in accordance with the instructions.

3.2 Regular maintenance of the Vehicle will be paid for by the owner and is not the User's responsibility.

3.3 The User has to report any defects to the Vehicle as soon as possible to the contact person at the company (in the case of own vehicles) or to the project organisation support desk. The contact person will then notify the project organisation of the defects.

Vehicle risks

4.1 The speed pedelecs and e-scooters are covered by liability insurance via the owner of the Vehicle. The policy conditions of this insurance are available on request. The User agrees to said policy conditions.

4.2 For bicycles or e-bikes: The User has to be covered by personal liability insurance for damage to both the bicycle or e-bike and damage caused to third parties by the User when driving the bicycle or e-bike.

4.3 In the event of theft or damage to the Vehicle caused by the User's actions during regular use, an excess of 100 euros per event per bicycle or e-bike and an excess of 200 euros per speed pedelec/e-scooter applies.

4.4 In the event of damage to the Vehicle as a result of the user's actions that are not related to normal use, but are the result of negligence or excessive use, or an accident attributable to the User, the User will be liable for an excess of 1000 euros per incident.

4.5 The User will not leave the Vehicle unattended without locking it. The Vehicle has to be parked safely, preferably in a locked garage or storage room. In the event of theft, the User is obliged to compensate the owner for 80% of the catalogue value of the Vehicle, unless the User can present the original keys of the Vehicle and a theft report to the owner.

Exclusion of liability and third-party clause for the benefit of the supplier

5.1 Neither the Project organisation nor the owner of the Vehicle accept liability for damage of any kind suffered by the User or third parties as a result of the use of a Vehicle, with the exception of an intentional act or gross negligence on the part of the project organisation or Vehicle owner. Any liability is limited to the amount paid out by the relevant third-party insurance of the Vehicle manufacturer, the project organisation or Vehicle owner.

Carpool with the Toogethr app

Coming soon!

Terms and conditions of Getting There

- De app 'Toogethr Rideshare' is free to use for employees who work at the Energy & Health Campus.
- Use your work email address to register in the app. This way, the app can match you with colleagues of the Energy & Health Campus.
- You plan rides together for each ride, so a ride there and a ride back. So you don't necessarily have to drive back and forth with the same colleague.

Terms and conditions of Toogethr

Scope of the right of use

The 'TOO GETHR' logo is rendered in a large, bold, black, sans-serif font. The word 'TOO' is on the top line and 'GETHR' is on the bottom line, with the letters being closely spaced.

1. Through the subscription Toogethr grants a right of use for the Toogethr website and/or App (hereinafter referred to as: the App). The said right of use is limited to a number of users and is therefore personal. The App can only be used on the device on which the App was downloaded and installed.

2. Through the download of the App the user gives Toogethr consent to communicate with the user about the services of the App, but also to communicate with the user about Toogethr and its services, including but not limited to newsletters, quizzes and awards.

3. The purpose of the App is to supply a service for the business market, it goes without saying that the users are free to use Toogethr in any way that they want, within the boundaries of these terms and conditions and the law.

4. It is not allowed:

a. To reverse engineer the source code of the App or to decompile the App, barring to the extent that this is permitted pursuant to a mandatory statutory provision or applicable open source licence;

b. To surrender a copy of the App to third parties;

c. To grant a sub-licence for the App or to make it available to third parties through rental, Software-as-a-Service constructions or otherwise;

5. You can make a back-up copy of the App. You can, however, not use the said back-up copy independently or trade or distribute it other than in combination with the original App.

6. Apart from the provisions set forth below, Apple's Appstore may impose conditions on the acquisition of the App, the relevant use and related matters.

7. Apart from the provisions set forth below, Google Play may impose conditions on the acquisition of the App, the relevant use and related matters.

8. Consult the user conditions and privacy statement of Apple's Appstore, Google Play and potentially applicable conditions on the website of the relevant provider for this.

Transport agreement between Motorist and Passenger

1. If you agree with another User, via Toogethr, to share a journey then a Transport Agreement is concluded directly between you and the said other User. You agree that the P2P transport agreement is always applicable to this Transport Agreement (these Transport Agreements) between you and the other User.

Social Media Policy / Code of Conduct Employer

1. Many employers apply a Social Media Policy or Social Media Code of Conduct. Toogethr is a social channel aimed at business use and the relevant terms and conditions of your employer are therefore also applicable to the use of the App. You can request the specific terms and conditions from your employer.

Intellectual property

1. Any and all rights in respect of the App, the thereto-pertaining documentation and any and all changes and expansions to the same are and remain vested in Toogethr. You exclusively acquire the rights of use and authorities that derive from the scope of this agreement or that are allocated in writing and the remainder you cannot use, reproduce or disclose the App.

2. Any and all (intellectual) property rights in respect of information that is part of this website or Toogethr are always vested in us or our licensors. This also includes data posted by users.

3. The App contains open source software of third parties. Their respective right holders grant you a right of use pursuant to the relevant open source licences. You can find these in the manual. This end user licence is not applicable to these open source packages and nothing from this end user licence can be interpreted as a restriction of a right granted to you pursuant to an open source licence.

Consideration

1. The right of use is granted on the basis of a subscription.

Personal data

1. The App processes personal data. These personal data shall be processed in conformity with the privacy policy that can be found on this website.

Updates

1. From time to time Toogethr issues updates that can remedy errors or improve the operation of the App.

2. Updates available for the App shall be communicated via a notification from Apple's Appstore, Google Play, in the course of which it falls under your responsibility to keep track of these

notifications. The updates are also implemented via this platform, this requires an active internet connection.

3. Installation of updates takes place with your separate consent. For a proper implementation of the updates, Toogethr depends on the availability of Apple's Appstore, Google Play, which is beyond the control of Toogethr. Toogethr is neither responsible nor liable for a proper implementation of the updates. There shall not be any liability for damages as a result of errors that were resolved in an update that was not installed.

4. An update may impose conditions that differ from the provisions set forth in this agreement. You are always informed accordingly in advance and you then have the opportunity of refusing the update. Through installation of this kind of update you agree with the said different conditions, which shall then be part of this agreement.

Support

1. You are personally responsible for the installation and use of the App and the thereto-pertaining web service.

2. Our helpdesk is available for assistance during the creation of your Toogethr Account via support@toogethr.com. For the availability and opening hours of the Toogethr helpdesk consult the website.

3. If you have questions or complaints about a Transport Agreement then you can send this by email to support@toogethr.com. We aim to answer and handle your questions or complaints as soon as possible.

4. You can give feedback about the App via Apple's Appstore, Google Play, after which Toogethr shall assess whether support is required and shall, where required, contact you.

Term of right of use

1. These provisions take effect upon use of the App and remain in full force and effect up to and including the day that the right of use comes to an end on account of the fact that the agreement in pursuance of which the right of use was granted comes to an end.

2. After termination of the agreement (for any reason whatsoever) each and every users must discontinue and keep discontinued the use of the App. Any and all copies (including back-up copies) of the App must then be deleted from all the systems of the user.

Other provisions

1. Toogethr only provides the services for motorist and passenger to travel together, it is by no means liable for the relevant performance or for (consequential) damages that derive from travelling together.

2. Dutch law is applicable to this end user licence.

3. To the extent that the mandatory statutory rules do not prescribe otherwise, any and all disputes that may arise further to this agreement shall be brought to the cognisance of the competent Dutch court for the district where Toogethr holds its corporate seat.

4. If a provision of this agreement appears to be invalid then this shall not affect the validity of the entire agreement. The parties shall, as the occasion arises, establish a new provision (new provisions) by way of replacement with which, as much as legally possible, the intention of the original agreement is best approached.

5. Toogethr can transfer its rights and obligations from this agreement to a third party that takes over the business operations or the copyrights from Toogethr or exploits the same.