

Lending Agreement WijWonen

Article 1 - Parties

Huurdersorganisatie WijWonen, an association with full legal capacity, established at Papenstraat 20 W, 2611 JC, Delft, represented by a member of the daily board of the association, hereinafter referred to as **Huurdersorganisatie WijWonen**

and

1. First name	
2. Surname	
3. Street name and number	
4. Postcode	
5. Municipality	
6. E-mail address	
7. Telephone number	
8. Date of use	
9. Type of use	<input type="checkbox"/> For the association <input type="checkbox"/> Residents' committee <input type="checkbox"/> Private
10. Residents' committee (if applicable)	
11. Purpose of use	

Hereinafter referred to as **the Driver**

Article 2 - Purpose of the Agreement

The purpose of this Agreement is to set the terms and conditions under which the Driver will be able to borrow the van as described in Article 3 under the terms and conditions specified in Article 4, 5 and 6.

Article 3 - Object of the Agreement

The object of this agreement is exclusively and solely the Volkswagen Transporter with registration number GS-182-D, owned by Huurdersorganisatie WijWonen, hereinafter referred to as **the van**.

Article 4 - Conditions of use

1. The Driver is a member of Huurdersorganisatie WijWonen.
2. The van may only be driven by the Driver. Lending to or driving the van by third parties, as well as the use of the van for rental or commercial activities, or the objection of the van with limited or property rights, is not permitted.
3. The Driver has had a valid B or BE driving licence for more than 1 year.
4. The van will be reserved at Huurdersorganisatie WijWonen at least 7 days before use. The board of Huurdersorganisatie WijWonen determines on which days and times the van is available for use, and reserves the right to refuse or cancel the use by the Driver at all times.
5. The van key can be picked up at a location specified by Huurdersorganisatie WijWonen, from a time on the day of use specified by Huurdersorganisatie WijWonen. The van key must be returned at the same location (or an alternative, specified by Huurdersorganisatie WijWonen), before a time on the day of use specified by Huurdersorganisatie WijWonen.
6. After use and before returning the key, the van must be parked at the place where the Driver originally found the bus, or at another location specified by Huurdersorganisatie WijWonen. The Driver may not deviate from this on his own initiative.
7. While using the van, and for as long as the Driver is in possession of the key of the van, the Driver is fully liable for all forms of damage or defects to the van, including total or partial loss of the individual parts belonging to it, and hereby declares that Huurdersorganisatie WijWonen can fully recover this damage, as well as the additional costs of any insurance claim or increase in the car insurance fee, from the Driver.
 - a. Any damage must be reported as soon as possible, but no later than 24 hours after the damage has occurred, to Huurdersorganisatie WijWonen.
 - b. Huurdersorganisatie WijWonen determines exclusively how the damage will be repaired.

8. From the moment the Driver leaves with the van, he/she accepts the condition it is in at that moment. The condition the van is in at the start must be recorded in the digital form 'WijWonen Bus - Start Rit' before use. The condition of the deposited van must be recorded in the digital form 'WijWonen Bus - Einde Rit' after use. These forms are binding and must be updated by the Driver at all times.
 - a. If the form 'WijWonen Bus - Start Rit' is not filled in, it is presumed that the van was in good condition.
 - b. If the end of the trip form has not been filled in, and there is damage, it is presumed that this has been caused by the Driver.
 - c. The Driver will receive a well-maintained van with no defects. The Driver must check this upon receipt of the keys. If there are non-visible defects, it is assumed that the Driver has received the van in good condition if the Driver has not reported any defects within 24 hours of receiving the keys of the Vehicle.
 - d. The Driver may not make any changes or additions to the van. If accessories are fitted, it must be possible to remove them without damage.
9. The Driver is liable for all fines forfeited during the period of use. This also applies to any confiscation of the Vehicle. The Driver indemnifies Huurdersorganisatie WijWonen against all damages and fines resulting from the use of the Vehicle by the Driver, or damage otherwise incurred by the Vehicle during the period of use.
10. The Driver is responsible for the competent use and supervision of the Vehicle, and undertakes to use the Vehicle according to its purpose, the applicable operating instructions, and any relevant government regulations. By incompetent and incorrect use is understood in any case:
 - a. Taking part in performance, speed or reliability drives.
 - b. Giving driving lessons or participating in driving proficiency training.
 - c. Transporting dangerous and/or explosive substances.
 - d. Not following instructions or signals, as further described in user manuals, factory instructions or instruction booklets.
 - e. Taking the Vehicle outside the area which is covered by the insurance according to the international insurance certificate (green card).
 - f. Driving the Vehicle, or having it driven by someone, without the required driving licence.
11. The van must be returned by the Driver in the same condition as it was upon delivery. This means: Neat, tidy, and not dirty. If this is not the case, the board of Huurdersorganisatie WijWonen may issue a fine of up to €50 to the Driver.
12. The Driver pays for the fuel costs for using the van. This means that the Driver will fill the tank completely after using the van, and before parking it, and that the fuel gauge indicates a full tank when returning the van. The Driver is obliged to prove this by recording the fuel gauge and odometer before and after using the van in the digital forms 'WijWonen Bus - Start Rit' and 'WijWonen Bus - Einde Rit'. In addition, the Driver must upload a photo of the fuel receipt in the form 'WijWonen Bus - Einde Rit'. If these matters have not been proven, or the tank is not completely filled after the end of use, Huurdersorganisatie WijWonen is entitled to recover the fuel costs with a 25% surcharge from the Driver.
13. The van can accommodate up to 9 people (1 driver and 8 passengers). The use of seatbelts is mandatory.
14. Smoking in the van is not allowed.
15. The board of Huurdersorganisatie WijWonen has the right to impose a driving ban on the Driver in the event of careless use or deviation from the terms and conditions laid down in this Agreement.
16. A security deposit of €200 must be paid before using the van. The deposit must be paid to Huurdersorganisatie WijWonen at least 48 hours before using the van. This deposit will be returned within 30 days after expiry of the Agreement. Huurdersorganisatie WijWonen may deduct costs from the deposit if the Driver has not met the conditions in this Agreement. This includes, but is not limited to, fines, damages, defects, and fuel costs.
17. Under no circumstances can the Driver invoke suspension or retention. Once the Agreement has ended or is dissolved, Huurdersorganisatie WijWonen is entitled to take possession of the Vehicle. The driver must return the keys and registration documents immediately.

Article 5 - Start and duration of the Agreement

1. The Driver and Huurdersorganisatie WijWonen enter into this Agreement before the date of use specified in Article 1. Huurdersorganisatie WijWonen reserves the right to terminate the Agreement at all times. If the Agreement is cancelled, the Driver can no longer use the van. After the expiry of the Agreement, Huurdersorganisatie WijWonen retains the right to recover any costs which have been incurred as a result of the use by the Driver, from said person.

2. The Agreement shall be dissolved automatically without any declaration or action being required:
 - a. if the Driver is declared bankrupt or a bona fide request has been made;
 - b. if the Driver has been granted suspension of payment or a bona fide request has been made;
 - c. if the Driver has been dissolved or a bona fide request has been made;
 - d. if the Driver has registered a declaration of intent relating to a procedure for homologation of a deed of arrangement;
 - e. if the Driver tries to transfer any obligation under this Agreement to a third party;
 - f. if the Driver puts the vehicle at the disposal of someone other than the persons referred to in Article 2.2;
 - g. in any case of non-compliance with this Agreement by the Driver, even if the Driver has (not) yet been defaulted;
 - h. when it is clear to Huurdersorganisatie WijWonen that compliance with the Agreement by the Driver can no longer reasonably be expected.

If the Agreement is dissolved based on the above-mentioned grounds, Huurdersorganisatie WijWonen will not be obliged to cancel the payments or compensation it has already received.

Article 6 - General

1. The provisions of Articles 7A:1780, 7A:1784, 7A:1787, 7A:1789 en 7A:1790 of the Dutch Civil Code are excluded from this Agreement.
2. This Agreement does not in any way imply a transfer of ownership of the van.
3. The Agreement and its annexes may only be deviated from by private deed. Handwritten additions or any annex to the Agreement are only binding when initialled by an authorised representative of both Parties with the addition 'for approval'.
4. Legal claims and other obligations between Parties, irrespective of whether they arise from an agreement, business conduct, unjust enrichment, undue payment or wrongful act, cannot be transferred to a Third Party by Chargetrip. This provision applies as a clause with property law consequences. The obligations under the Agreement are severally liable, also with respect to heirs and assignees of the Driver.
5. If one or more provisions of the Agreement turn out not to be legally valid, the remainder of the Agreement shall remain fully in force. The parties will replace the provisions which turn out not to be legally valid by an arrangement which is legally valid, and which is as near to the scope of the replaced arrangement as possible.

The Driver

Huurdersorganisatie WijWonen.

Location:
Date:

Location: Delft
Date: