

General terms and conditions of rental Le Canal à Vélo

1) La Maison du vélo, hereinafter referred to as “the lessor”, reserves the right to assess the ability and fitness of the customer to use a bicycle as part of the rental service. The customer, hereinafter referred to as “the renter”, declares to be fit for cycling and to have no medical contraindications. He also declares to be covered by liability insurance.

2) “The renter” accepts this offer without reservation and undertakes to respect the contractual provisions of this contract.

3) Property

The rented equipment (bikes and accessories) remains the exclusive property of the renter for the duration of the lease. As such, the equipment is unseizable by third parties. The renter does not have the right to assign or sublet it to a third party. He cannot make any substantial changes to the equipment.

4) Responsibility

The renter recognizes that the rented equipment is in good working condition and conforms to the regulations in force during the rental period. The renter undertakes to use it with care, not beyond its capability. In case of technical failure of the rented equipment, the renter can only undertake reparations with the agreement of La Maison du Vélo. In no case can the renter claim damages. The renter declares that the users of the equipment are fit for cycling and have no medical contraindications. He also undertakes that they will respect the Highway Code. If they were to violate the laws and regulations in force, La Maison du Vélo could in no way be held responsible.

The rental operates the transfer of the legal guard of the equipment to the renter. The latter releases the Maison du Vélo from any liability arising from the use of the rented equipment and any suggested itineraries, particularly with regard to accidents and damage caused to third parties. The renter assumes the total responsibility of the equipment from the beginning of the rental until its restitution.

He is the only person responsible for any damage caused to the equipment or because of the equipment. In the event of a claim, the equipment will be billed at the price of the new equipment as well as the repair costs according to the current rates.

5) Insurances

The renter makes his business all risks of bringing into play his civil liability, for any damage caused by the equipment, or any use while under his care. He can insure the equipment for its replacement value, new. The insurance must then cover the risks of theft, loss or deterioration whatever may be the cause or the nature.

6) Reservation

All bookings imply the unreserved acceptance of our general terms and conditions of rental – Le Canal à Vélo. All bookings must be written, mailed, e-mailed or faxed by the client and will be accepted only within the limits of available stocks. Equipment

with an accepted reservation will remain available 120 minutes after the scheduled departure date and time.

7) Terms of cancellation

Cancellation 7 days before departure : Refund of 100% with 5€ of administration fees

Cancellation between 24h & 7 days before departure : Refund of 50% with 5€ of administration fees

Cancellation within 24h before departure : No refund

8) Rates

The billed prices are those in force on the day of rental. The VAT rate is the current one (20%) on all our services.

9) Terms of payment

A deposit of 50% is requested on booking and the balance on the day of rental of the equipment. The renter can pay by cash, check, credit card, holiday check or transfer. Any bank charges generated by the transfer, especially from abroad, will be the sole responsibility of the customer. They will therefore be systematically invoiced by La Maison du Vélo to the tenant.

10) Security Deposit

Prior to handing over the rented equipment, the contractor must pay a deposit of a lump sum between 250€ and 6000€ depending on the number of bikes and the models chosen.. The lump sum deposit does not limit the contractor's liability to this amount; in the event of a loss or non-return of the rented equipment, the equipment will be billed to him at the price of the new equipment and their repair costs at the current rate (see the section entitled Liability).

The deposit can be cashed immediately and without notice in the case of non-compliance with this contract, and in particular in the following cases:

- Failure to return the equipment on the date stipulated in this contract.

- Failure to pay the invoice(s).

The security deposit will be returned to the contractor or destroyed at the end of this contract once all rented equipment is returned and verified, and the invoice(s) is/are paid. It can be returned by mail.

11) Theft

In case of theft of the rented equipment (or part of it), La Maison du Vélo will be forced to charge the equipment not returned at the price of the new equipment according to the current rates (see the section entitled liability).

12) Information Technology and freedom

In accordance with the Data Protection Act No. 78-17 of January 6, 1978, any person has a right of access to personal information concerning him and a right of rectification.

protectiondp@maisonduvelotoulouse.com

Maison du Vélo – 12 bd Bonrepos – 31000 TOULOUSE - France