

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 aptitude of the customer to use a bicycle as part of the rental service. The customer, hereinafter referred to as «the hirer», declares that he/she is fit to ride a bicycle and has no medical contraindications. He/she also declares that he/she is covered by civil liability insurance.

2) The «hirer» accepts this offer without reservation and undertakes to comply with the contractual provisions of this agreement.

3) Property The rented equipment (bicycles and accessories) remains the exclusive property of the hirer for the entire duration of the rental period. As such, the equipment cannot be seized by third parties. The hirer is not entitled to transfer or sublet the equipment to a third party. He may not make any superficial or substantial modifications to the equipment.

4) Liability The hirer acknowledges that the rented equipment is in good working order and complies with the regulations in force at the time of rental. The hirer undertakes to use the equipment with care, not beyond its capacity. In the event of technical failure of the rented equipment, the hirer may only undertake repairs after the agreement of the Maison du Vélo. Under no circumstances may the hirer claim damages. The hirer declares that the users of the equipment are fit for cycling and have no medical contraindications. The hirer undertakes to ensure that they comply with the Highway Code. If they contravene the laws and regulations in force, the Maison du Vélo cannot be held responsible under any circumstances. The rental transfers the legal custody of the equipment to the hirer. The hirer releases the Maison du Vélo from all responsibilities arising from the use of the rented equipment and any suggested itineraries, particularly with regard to accidents and damage caused to third parties. The hirer assumes total responsibility for the equipment from the moment it is taken into our premises until it is returned. He is solely responsible for any damage caused to the equipment or due to the equipment. In the event of damage, the equipment will be invoiced at the price of new equipment as well as the cost of repairing it according to the current tariff.

5) Insurance

5.a - Without taking out our Tulip insurance

The hirer is responsible for all risks of civil liability for any damage caused by the equipment, or for any use made of it while it is in his custody. He may insure the equipment for its replacement value as new. The insurance must then cover the risks of theft, loss or deterioration whatever the cause or nature.

5.b - By taking out our Tulip insurance

The hirer insures the rented bike for 1€/day and will only pay 10% of the repair in the event of breakage or 10% of the price of the bike in the event of theft if the conditions of mytulip.io are respected.

6) Reservation All reservations imply unreserved acceptance of our general terms and conditions of hire «Le Canal à Vélo». All reservations must be made in writing, by mail, e-mail or fax, by the client and will only be accepted within the limits of available

stocks. Equipment for which a reservation has been accepted will remain available 120 minutes after the scheduled departure date and time

7) Cancellation Policy Cancellation more than 24 hours before your departure: Refund of your deposit with a 5€ handling fee
Cancellation less than 24 hours before departure: No refund. Except in the case of a local or national reconfiguration impacting you (Covid 19) or the contraction of the latter. (Proof of health insurance to be provided as a contractor or contact case). 5€ administration fee on the refund. Deferral free of charge in the form of a credit note for a period of 1 year.

8) Prices The prices charged are those of the tariff in force on the day of the rental. The VAT rate is the one in force (20%) on all our services.

9) Terms of payment A deposit of 30 to 100% is required at the time of booking (depending on the proximity of the departure) and the balance on the day of delivery of the equipment. The hirer may pay by cash, cheque, credit card, holiday vouchers or bank transfer. Any bank charges generated by the transfer, particularly from abroad, will be exclusively at the client's expense. They will therefore be systematically re-invoiced by the Maison du Vélo to the hirer

10) Security deposit Prior to the return of the rented equipment, the contracting party must pay a security deposit of a fixed amount for each bicycle/trailer rented. In the event of damage to or non-return of the rented equipment (or part thereof), the equipment will be invoiced at the price of new equipment and the costs of repairing it at the current rate (see paragraph on liability). The deposit may be cashed immediately and without notice in the event 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 deposit will be returned to the contractor or destroyed at the end of this contract once all the rented equipment has been returned and checked and the invoice(s) paid.

11) Theft

11.a - Without Tulip insurance

In the event of theft of (part of) the rented equipment, the Maison du Vélo will be obliged to invoice the unreturned equipment at the price of new equipment according to the current tariff (see paragraph on Liability).

11.b - With subscription to Tulip insurance

The hirer undertakes to respect the conditions of the mytulip.io insurance and will be invoiced 10% of the price of the equipment.

12) Information Technology and Civil Liberties

Pursuant to Articles 39 et seq. of the amended Act of 6 January 1978, the hirer has the right to access and rectify any information concerning him/her. If he/she wishes to exercise this right and obtain information concerning him/her, he/she can make a request to: protectiondp@maisonduvelotoulouse.com, or by sending a letter to the following address Maison du Vélo - 12 bd Bonrepos - 31000 TOULOUSE.