

Article 1 - Purpose of the contract

These general terms and conditions govern the rental of an electrically assisted bicycle with its basic equipment and accessories concluded between SELESTAT HAUT-KOENIGSBOURG TOURISME, referred to as "the lessor", and the subscriber of the rental contract, referred to as "the renter". The bicycle, its basic equipment and accessories are referred to as the rented goods.

Article 2 - Basic bicycle equipment

The rented bicycles are equipped with a horn, front and rear lights, a luggage rack, an anti-theft device, a stand and a battery. A battery charger can be provided on request for multi-day rentals.

Article 3 - Conditions of use

The hirer certifies that he/she is fit to use the rented goods. A minor (minimum age 12) must be accompanied by a responsible adult. The hirer undertakes to use the rented goods himself, the loan or subletting of the rented goods is forbidden. The hirer is not allowed to intervene on the rented goods in case of breakdown without the agreement of the lessor. The hirer is obliged to treat the bicycle with care and to observe the instructions for use in order to avoid damage. The hirer shall be the guardian of the leased goods and shall remain responsible for their use both with regard to the leased goods themselves and with regard to third parties. The hirer undertakes to comply with the Highway Code. For greater safety, the lessor recommends that the lessee wear a helmet and offers it free of charge. When parking the bicycle, the hirer is obliged to lock the bicycle lock, to use the locking chain provided and to remove it from the system. The use of the luggage rack is strictly limited to carrying non-bulky objects not exceeding a weight of 25 kg including the pannier accessory. Under no circumstances may it be used to transport a person. The hirer is forbidden to use paths that are not surfaced or reserved for mountain bikes. The hirer is not allowed to ride the bike up and down pavements.

Article 4 - Taking effect, making available

The lease takes effect at the time the hirer takes possession of the leased goods. The rental agreement is only valid for the duration of the rental period. If the hirer keeps the bicycle and accessories beyond this period without having regularised his situation, he shall be liable for rental charges corresponding to the rate of one day for each additional day started. The hirer acknowledges having received the rented goods in good working order with the basic equipment and accessories. The lessor shall explain the operation of the e-bike to the lessee. The hirer shall ensure that the bicycle functions properly and is safe. The hirer shall report any defects immediately before setting off.

Article 5 - Payment and methods of payment of the service

The entire service shall be paid for by the hirer under the following conditions: - At the time of the conclusion of the contract, in the case of immediate availability of the rented goods. - At the time of ordering, in the case of on-site/internet reservations. The methods of payment accepted are cash, bank cheque, bank card, holiday vouchers.

Article 6 - Booking - Cancellation

All bookings are subject to payment in full. The Hirer has the right to cancel a booking under the following conditions:

If the service has not been paid for: the Hirer undertakes to inform the Hirer by any means at his disposal, at least 24 hours before the service.

In case of advance payment: Up to 15 days before: no cancellation fee. From 15 days to 24 hours before the start of the service: cancellation fee = 50% of the order amount. Less than 24 hours before the event: the hirer is liable for the full amount of the rental fee. Weather conditions do not constitute a cause for cancellation, except in the case of natural disasters.

Article 7 – Annulation de la part du loueur

For reasons beyond its control and particularly in the event of force majeure or for safety reasons, the lessor may be obliged to cancel or interrupt the contract and not provide the planned service. In this case, the lessor will reimburse the sums paid by the hirer, with the exception of any additional compensation whatsoever.

Article 8 - Cancellation by the lessor

The renter releases SHKT from any liability arising from the use of the rented goods, in particular with regard to the physical, material and immaterial consequences of accidents of any kind. The hirer declares that he/she is the holder of a personal civil liability insurance policy that guarantees the liability incurred during the use of the rented goods both by himself/herself and by the persons in his/her care as well as his/her employees. The hirer is liable for damage, excluding normal wear and tear, occurring during the rental period up to a maximum amount of 250€, unless this damage was caused intentionally or by negligence. In this case, the hirer is liable for the full amount of the repairs. The hirer's liability also extends to costs such as survey fees, depreciation or lost rentals.

Article 9 - Theft

In the event of theft of the bicycle during the rental period, the hirer shall be liable for the amount of the deductible of €250 if he/she can prove that a complaint has been lodged with the police or the gendarmerie within 24 hours of the theft being detected and that he/she is in possession of the bicycle key. The report of the complaint, including the frame or EAB number, must be sent by the hirer to the lessor. If the hirer is unable to return the original bicycle key to the lessor after having established that the bicycle has been stolen, the hirer shall be required to pay the value of the bicycle. The hirer shall not be covered for any damage to or theft of the rented goods and shall be personally liable for such damage, breakage and theft.

Article 10 - Guarantee

When the rented goods are made available, the hirer shall pay a security deposit by bank cheque, credit card imprint or cash (with presentation of identity card) set at 250€ per bicycle. This deposit will be partially or totally forfeited to the lessor in the event of damage or theft attributable to the lessee. In the absence of damage or theft attributable to the hirer, this deposit will be reimbursed to him/her at the end of the contract. The hirer hereby accepts that the lessor may deduct the sums due in respect of additional costs. In the event of damaged parts, the security deposit will be retained in its entirety for the time required to repair the damaged parts, the cost of which is detailed for each of them in article 15. The cost of repairs and labour will then be deducted from the 250€ before the remaining sum is returned to the hirer within 30 days of the end of the contract. In the event of theft, the deposit will be retained in full.

Article 11 - Restitution

The renter undertakes to return the rented goods in the condition in which they were rented, except for normal wear and tear. For safety reasons, the client undertakes to inform the lessor of any damage to the equipment (cycles and accessories). In the event of early return, the full

rental price is due according to the terms of the contract. The return of the rented goods shall be made on the contractual deadline. Any late return will give rise to the application of a fixed penalty equal to the rate of one day's rental for each half-day or day of delay.

Article 12 - Eviction of the lessor

The leased goods may not be transferred or given as security. The lessee undertakes, in general, not to grant any right, real or otherwise, in respect of the leased goods to any person, which may affect the enjoyment thereof or limit the availability or full ownership of the lessor.

Article 13 - Dispute

In the event of any dispute relating to the execution, interpretation or termination of this contract, the competent court shall be that of the registered office of the lessor to which the parties attribute exclusive jurisdiction.

Article 14 - Signature of the contract

The renter (by signing the contract) acknowledges that he/she has been sufficiently informed and has read the rental conditions and expressly declares that he/she accepts them without reservation.

Article 15 - Cost of parts and repairs

The value of parts and repair costs is as follows :

<i>Pièces</i>	<i>Prix TTC</i>	<i>Prix main d'oeuvre</i>	<i>Prix total TTC</i>
Deraileur	45.00 €	18.00 €	63.00 €
Front or rear brakes	50.00 €	20.00 €	70.00 €
Wheel	60.00 €	12.00 €	72.00 €
Tyre	41.00 €	9.00 €	50.00 €
Mudguard	40.00 €	10.00 €	50.00 €
Saddle	30.00 €	8.00 €	38.00 €
Handle	20.00 €	6.00 €	26.00 €
Luggage rack	35.00 €	15.00 €	50.00 €
Front light	45.00 €	10.00 €	55.00 €
Rear light	16.00 €	10.00 €	26.00 €
Pedal	10.00 €	5.00 €	15.00 €
Assistance box	100.00 €	25.00 €	125.00 €

In the case of lost or unreturned items, the cost is as follows :

Lost lock/battery key: 30€; lost mini-pump: 18€; inner tube (excluding puncture): 12€; phone holder: 12€; battery: 620€; charger: 80€; rear panniers 2x15L: 30€.

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