

GENERAL RENTAL CONDITIONS  
*Cyclo DéChaîné*

**Article 1 - Object of the contract**

- The rental of one or more bicycles, electrically assisted (VAE) or not, equipped with basic equipment, with or without optional accessories, by Cyclo DéChaîné, hereinafter referred to as the "RENTAL", to the customer, representing the users, hereinafter referred to as the "TENANT".
- The bicycles, basic equipment and optional accessories rented under the terms of this contract are referred to as "RENTAL PROPERTIES".

**Article 2 - Basic bicycle equipment**

- Each rented bike is supplied with: Front and rear lights, bell, helmet, high-visibility vest, lock with key.
- In the case of an electrically assisted bicycle, the following are also provided: electrical assistance motor, battery with key, assistance display + counter.
- A repair kit can also be provided free of charge at the request of the RENTER, for all bicycles rented under this contract.

**Article 3 – Obligations of the LESSEE**

- The rental contract is concluded with the RENTER in person. It is therefore neither assignable nor transferable. The RENTER accepts this offer without reservation and undertakes to comply with the provisions of this contract.
- The RENTER must be a natural person over 18 years of age. He declares that he, as well as the users he represents, is fit for cycling, has no medical contraindications and is covered by Civil Liability insurance.
- All minors must be accompanied by a responsible adult. For minors, the legal guardian undertakes under the terms of these conditions to assume all responsibility for any damage caused directly or indirectly by the minor as a result of the rental.
- The LESSEE undertakes to use the RENTED PROPERTIES reasonably in all circumstances with a normal obligation of prudence and diligence.
- Since bicycles are placed under the responsibility of the RENTER, it is recommended that they carry out, prior to their actual use, a basic check of its main visible functional elements, and in particular (non-exhaustive list): the correct attachment of the saddle, of the pedals, the proper functioning of the brakes, the good general condition of the frame and the tyres.
- If the RENTER notices a technical failure of equipment during the rental, or in the event of a claim, the RENTER may not claim any damages from the LESSOR. The RENTER is prohibited from intervening himself on the RENTED PROPERTIES in the event of a breakdown other than a puncture or a discharged battery. He must imperatively contact the LESSOR as soon as possible so that the latter proceeds to the repair or exchange of the equipment concerned. Only the LESSOR is able to judge whether a repair is due to normal wear and tear or to a hidden defect, and therefore remains the responsibility of the LESSOR, or if it is due to damage suffered by the equipment during the rental, and therefore is the responsibility of the RENTER who will then have to bear the cost of the repair.

**Article 4 – Terms of use**

- The RENTED PROPERTIES are deemed to be in good working order and in compliance with the legislation in force at the time of the rental. The equipment is fixed according to safety standards.
- The LESSEE undertakes to use the RENTED PROPERTIES themselves. The lending or subletting of the RENTED PROPERTIES is strictly prohibited.
- The LESSEE undertakes that the RENTED PROPERTIES will be used with care, under normal conditions and within the limits of the capacities of each user.
- The RENTER undertakes to respect the Highway Code. If the RENTER contravenes the laws and regulations in force during his rental, the LESSOR can in no way be held responsible.
- Wearing a helmet and high-visibility vest is strongly recommended by the LESSOR. The RENTER acknowledges that the LESSOR has offered him a helmet and a high-visibility vest for each bicycle rented.
- The LESSEE also undertakes to comply with the usage and safety instructions sent to them by the LESSOR. Bends and descents must be negotiated with the greatest care and the cyclist must remain in control of his speed at all times. Bicycles must only be used on roads and cycle paths. In particular, it is strictly forbidden to:
  - Ride on unpaved roads or paths reserved for mountain bikes;
  - Going up and down sidewalks;
  - Carry a passenger other than a small child, provided that the latter is installed in an approved child seat or trailer for children and that the weight of the child is between 9kg minimum and 22kg maximum .

- Apart from the transport of young children under the above conditions, the use of the luggage rack is strictly limited to the carrying of non-bulky objects not exceeding a total weight of 22 kg. The RENTER is responsible for securing the luggage transported.
- When parking the bike, it is mandatory to use the lock provided. It is forbidden to leave removable accessories unattended on the bike parked on the public highway. The RENTER also agrees that the frame and the rear wheel of all rented bicycles are attached to a fixed and solid support (post, barrier, etc.) and not to leave the bicycles on the public road at night. between 11 p.m. and 7 a.m.

**Article 5 - Effective date, availability and return**

- The rental takes effect when the LESSEE takes possession of the RENTED PROPERTIES.
- This contract is only in force for the duration of the rental. If the LESSEE retains the RENTED PROPERTIES beyond this period without having regularized his situation, he loses the benefit of the guarantees provided for in the contract.
- No reimbursement will be granted for early return, whatever the duration.
- The LESSEE acknowledges having received the RENTED PROPERTIES in good condition and declares that he personally had full latitude to check the RENTED PROPERTIES and choose them in accordance with his needs.
- The LESSEE undertakes to return the RENTED PROPERTIES in their initial state, apart from normal wear and tear. The LESSEE must inform the LESSOR of any malfunction, fall or other damage caused to the RENTED PROPERTIES. The deposit is returned to the RENTER, less any damage noted. The LESSOR gives himself the right to invoice the cleaning of the rented bicycles at the price of 15€/bicycle.
- The RENTED PROPERTIES must imperatively be returned at the latest on the day and within the time slot indicated on the rental contract. Any delay will result in the invoicing of at least an additional half-day per bike. If the delay exceeds half a day, the billing will be calculated by the day, in proportion to the overrun, without decreasing the price or any discount, any day started being due in full.

**Article 6 – Liability-Damage to RENTED PROPERTIES and third parties / Theft**

- The LESSEE releases the LESSOR from any liability arising from the use of the RENTED PROPERTIES, in particular with regard to the bodily, material and immaterial consequences of accidents of all kinds.
- The LESSEE declares that he holds personal civil liability insurance which guarantees the liability incurred during the use of the RENTED PROPERTIES by

himself, the persons in his care and his employees. The RENTER does not benefit from any cover for damage or theft suffered by the RENTED PROPERTIES and is personally liable for said damage, breakage and theft.

- In the event of theft, the RENTER must notify the LESSOR without delay, file a complaint within 24 hours with a police station or a gendarmerie and provide the LESSOR with a photocopy of the complaint.
- In the event of theft by the RENTER, misappropriation or any damage whatsoever resulting from non-compliance with the rules of use or the regulations in force, or the terms and conditions of this contract, the host is entitled to exercise recourse for the entire damage.
- The damage suffered by the RENTED PROPERTIES, the theft or loss of the RENTED PROPERTIES will be invoiced to the RENTER according to the tariff in force below.

#### Non-exhaustive list of parts & labor prices (including VAT)

VAE: Starway retail prices	Lighting GT front or rear: 50€	Handlebar grips: 10€	Bike GPS: 250€
Battery (without charger): 700€	Lightning U24/26, T26 Front or rear: 30€	Key (battery or lock): 50€	Child follower bike: 200€
Battery charger: 70€	Wheel with spokes: 70€	Anti-theft chain: 25€	Traction bar: 100€
Susp. saddle Expl. & GT: 200€	Strap: 50€	Helmet: 30€	Child seat: 100€
Susp. saddle U24/26, T26: 85€	Luggage rack: 60€	High visibility vest: 5€	Child trailer: 300€
Control screen : 150€	Stand: 20€	Basket: 25€	Baggage trailer: 150€
Fork: 150€	Mudguard: 20€	Saddlebags (pair): 50€	Scratches: 1 to 5% of the price of the VAE
Brake: 80€	Pedals (pair): 15€	Phone support: 25€	Labor : 40€/h

#### Article 7 – Eviction of the LESSOR

- The RENTED PROPERTIES remain the exclusive property of SARL Cyclo DéChaîné throughout the duration of the rental. The RENTED PROPERTIES cannot be transferred or given as collateral.
- The LESSEE generally agrees not to grant any right, real or otherwise, to anyone in respect of the RENTED PROPERTIES, which may affect their enjoyment or limit their availability or ownership. of the LESSOR.

#### Article 8 – Deposit

- For any rental, the RENTER deposits a deposit of €350 per rented bike. This deposit is not cashed during the rental period. Upon return of the RENTED PROPERTIES, the deposit is returned in whole or in part to the LESSEE, depending on the condition of the RENTED PROPERTIES. The LESSEE authorizes the LESSOR to deduct from the deposit the sums due in compensation for damage and theft, the costs of which are set out above.
- It is agreed that the amount of the deposit can in no way constitute a limit of guarantee, the LESSOR retaining, if necessary, the right to sue the TENANT in order to obtain full compensation for his loss.

#### Article 9 – Payments and methods of payment for the service

- The rates are offered in the form of packages, the contents and conditions of which are displayed on the website [www.cyclodechaine.com](http://www.cyclodechaine.com). If necessary, they can be supplemented by an estimate. Packages and their prices are subject to change without notice.
- Payment of the balance and the deposit are due at the latest when the RENTED PROPERTIES are made available.
- The methods of payment accepted are: Bank transfer, bank card, bank check, cash.

#### Article 10 – Cancellation, extension.

The RENTER has the right to cancel a reservation under the following conditions:

- More than 48h before the rental date: Cancellation without reason, no compensation required.
- Between 48h and 24h before the rental date: Compensation of 30% of the rental amount will be invoiced to the RENTER who undertakes to pay it.
- Cancellation costs will not be paid by the RENTER when the cancellation is caused by the duly justified illness of the RENTER, or in the event of proven detestable weather conditions: wind with gusts of more than 80km/h, rainstorm or of snow.
- The rental period may possibly be extended provided that the RENTED PROPERTIES have not already been reserved for other people. In this case, the RENTER will have to pay for the new rental period before it comes into effect.

#### Article 11 – Competent jurisdiction

- In the event of any dispute relating to this contract, the competent Court will be that of Nevers, capital of the department where the registered office of the LESSOR is located, to which the parties attribute exclusive jurisdiction.

#### Article 12 – Mediation

- In accordance with Article L. 612-1 of the Consumer Code, "Any consumer has the right to have free recourse to a consumer mediator with a view to the amicable resolution of the dispute between him and a professional. »
- Within one year of their written complaint, the consumer, subject to article L.152-2 of the consumer code, has the right to submit a request for amicable resolution by way of mediation , near :  
SAS Mediation Solution, 222 chemin de la Bergerie 01800 Saint Jean de Niost.  
Website: <https://www.sasmediationsolution-conso.fr>  
Email: [contact@sasmediationsolution-conso.fr](mailto:contact@sasmediationsolution-conso.fr)  
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