

GENERAL TERMS AND CONDITIONS FOR RENTAL BIKES AND E-BIKES

Please read the Ride In Tours terms and conditions carefully and sign at the end.

This will enable you to familiarize yourself with the terms and conditions of the rental agreement that binds us, so that you can accept them and protect your interests.

Article 1 - Purpose of the contract

These general conditions cover the rental of a bicycle with its basic equipment and accessories concluded between the company RIDE IN TOURS, referred to as “the renter” and the subscriber of the rental contract, referred to as “the hirer”.

Article 2 - Ownership

The entire rental (bicycles and accessories) remains the exclusive property of Ride In Tours throughout the rental period. The Hirer provides the Renter with a bicycle which the Renter acknowledges to be in perfect working order with an anti-theft system and identification numbers. The Hirer undertakes to use the bike with care, to maintain it, to return it at the end of the rental period in perfect working order and to hand it back to the Hirer on the dates and in the places specified in the contract.

Article 3 - Price

The rental price is set out in the special conditions. On signing the contract, the hirer must pay the full amount agreed for the rental of the equipment, as stated on the contract. Cancellation of the contract before delivery of the bikes will result in the loss of the deposit paid. RIDE IN TOURS reserves the right to modify its rates at any time. However, it undertakes to invoice the goods ordered at the prices indicated when the order is registered.

Article 4 - Security deposit

A deposit of €1000 per electrically-assisted bicycle (E-Bike), €500 per muscle bike (MB), €300 per child's bike, €100 per trailer, and €50 for accessories must be paid when the contract is signed, to guarantee the return of the bicycle in perfect working order. This deposit will not be cashed and will be returned to the hirer at the end of the rental period if the bike has not suffered any damage. The deposit must be paid in cash or by pre-authorized credit card. In the event of delivery, the deposit must be paid remotely by credit card.

Taking out optional comprehensive insurance against theft and damage will exempt you from paying a security deposit.

Article 5 - Payment terms

In the case of immediate availability of the rented goods, the entire service is paid for by the hirer at the time the contract is concluded. A deposit is required for each reservation. Payment by cash or credit card only.

Article 6 - Payment on account

Upon registration of the order, the hirer must pay a deposit of 40% of the total invoice amount, with the balance to be paid on receipt of the goods. The deposit can be cancelled up to 7 days before the bike is made available. Once this period has elapsed, no refund can be made.

Article 7 - Material damage

RIDE IN TOURS reserves the right to charge the hirer for any damage to the bike by charging the cost of new parts and labor, which the hirer hereby accepts.

Article 8 - Theft

In the event of theft, the lessee undertakes to report the theft immediately to his insurance company. The security deposit will be used as a deposit for the reimbursement of the electrically-assisted bicycle up to a value of 1000€ per electrically-assisted bicycle, 500€ per muscle bike, 300€ per child's bike, 100€ per trailer, and 50€ for accessories. This value corresponds to the replacement of the equipment plus the operating loss.

Please note that some civil liability companies do not cover theft or loss of rented bikes. RIDE IN TOURS therefore recommends that you take out theft or loss cover that includes the replacement value as well as the commercial loss suffered, an option that we offer as part of the rental package.

Article 9 - Return

The hirer undertakes to return the bicycles at the time stipulated in the contract. Any bicycle or equipment not returned at the end of the contract will be invoiced. The reimbursement of stolen or non-returned equipment will be invoiced up to the amount of the various security deposits mentioned above.

Article 10 - Liability

The rental company cannot be held responsible if the hirer does not comply with the law and regulations in force during the rental period. It is the hirer's responsibility to respect the highway code and to drive carefully, with respect for other road users. Any fines incurred are the responsibility of the renter.

The hirer declares that he/she is mentally and physically able to use the bike hired. The renter must be an adult, or, in the case of a minor, have the authorization of his/her parents or legal guardian.

Article 11 - Delivery

Deliveries will be made on an exceptional basis. For all requests, please contact RIDE IN TOURS directly. In case of delivery, a place of departure and return will be specified at the time of signing the contract. If delivery or pick-up times are not respected, the renter will be charged an additional €5 per half-hour. In the event of delivery, the full amount of the reservation must be paid before delivery.

Article 12 - Prohibition

It is forbidden to modify the rented equipment, to sublet, to lend or to transport people.

Article 13 - Cancellation conditions

The customer has a legal cancellation period of 7 days from the reservation date, unless the rental begins within the 7 days preceding the reservation date. In addition, the customer may cancel the reservation at any time outside this period. In this case, the deposit paid will be retained.

Cancellation must be made by post or e-mail, quoting the reservation number. Any other means of contact will not be considered for cancellation. Cancellations must be received within 48 hours before the date and time of departure of the vehicle (postmark for mail) after this deadline no refund will be made even if cancellation insurance is purchased. No request will be considered if the rental is confirmed before the vehicle's departure date and time.

The customer must ensure that he/she has received the confirmation before picking up the vehicle. RIT declines all responsibility for inaccurate information concerning the customer's personal details (e-mail address, telephone number, etc....).

Article 14 - Force majeure

The responsibility of the company RIDE IN TOURS can not be held liable if the non-performance or delay in the performance of any of its obligations described in these terms and conditions results from a case of force majeure. Force majeure is defined as any external, unforeseeable and irresistible event within the meaning of article 1148 of the French Civil Code.

Article 15 - Acceptance of contract

The lessee declares that he/she accepts the present terms and conditions and undertakes to return the bike and all accessories described in the rental contract in perfect condition and within the period specified in the contract.

Article 16 - Competent court

Any dispute relating to the interpretation and execution of these general terms and conditions of sale is subject to French law. Failing amicable resolution, the dispute will be referred to the Tours Commercial Court.