

General conditions of long term rental

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 and engagements of the renter

4.1 - 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.

4.2 - 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 has the first 30 minutes of rental to come back to the Maison du Vélo and to signal a possible technical failure or degradation. In no case can the renter claim damages. After this period, the renter will be held responsible of all damage done to the equipment.

4.3 - The renter undertakes to use the equipment with care, not beyond its capability. In particular, he undertakes not to transport a person or a load greater than:

- 25kgs on the luggage rack of a city bike or an E-bike.
- 100kgs in the backfit of a Cargo bike.

4.4 - During each period of immobilization of the bike, the renter undertakes to attach the frame of his bike to a fixed and solid support (barrier) through the lock that is provided by the owner and this even in the corridors and courtyards of buildings.

4.5 - The renter 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.

4.6 - If the renter notes a technical failure of the equipment

during the rental period or in case of a disaster, the renter can not undertake the repair, except in writing of the lessor. The renter must bring the damaged equipment to the lessor in its premises. The latter will proceed to repair it. Except for any hidden defects or normal wear, the cost of repair will be invoiced to the renter according to the tariff in force. The applied rates are posted at the Maison du vélo. In case of technical failure of the equipment during the rental, the renter will in no case claim damages and interest to the renter.

4.7 - In case of abusive treatment, the lessor also gives himself the right to charge for the cleaning of the rented bike at the price of 5€ per bike.

5) Contract subscription

5.1 - The contract is established for the length of the rental. This contract allows to rent bikes and/or accessories on a long term formula (1 week for E-Bikes and cargo).

5.2 - The rental of one or two city bikes, or of a cargo bike or E-bike, maximum, is only possible if the renter deposited one or more cautions corresponding to the equipment he desires to rent (cf. 7. Guarantee deposit).

5.3 - The renter undertakes to return the bikes at the end of the rental period (at the opening indicated in the rental service).

6) Rental

6.1 - rental length, prolongation, termination or tacit renewal of the contract

The renter necessarily needs to adhere to the Maison du Vélo to be able to rent a bike.

The bikes are systematically rented for one more periods of:

- One week (7 days), or two weeks maximum for a tandem, a bike with electrification kit or a Cargo bike. A waiting period of three weeks must be observed before any other rental.
- One week (7 days), one month from date for a VTC or an E-bike, 6 months maximum.
- One week (7 days), one month from date to date or one year from date to date for a city bike or a folding bike.

The renter can at any time terminate his rental contract. All rental period started is however due in its entirety. The renter can terminate his contract at any time. The renter must then return to the renter the bike at the end of the current rental period. Penalties will be invoiced to the renter for any delay for the return of the equipment to the lessor. The invoiced penalty will be:

- 5€ per business day for an E-bike or a cargo.
- 1€ per business day for a city bike.

6.2 - Tariffs and payment modalities

The rental, reparation and penalty tariffs linked to a payment delay or return of the bikes as well as payment modalities are posted at the Maison du Vélo. The invoiced prices are those of the tariff in force on the location day. The renter is obliged to pay his first period of location on the day when the rental starts.

6.3 – Solidarity fund against theft (for city bikes et folding bikes only)

The tariffs and general conditions of the solidarity fund against theft are posted at the Maison du Vélo. In case of theft of the bike, the solidarity fund against theft will, in the limit of available funds, reimburse to the lessor a part of the value of the stolen city bike. The renter will have to pay to the renter the remaining balance of a minimum of 95€. The remaining balance due by the renter will be defined by the lessor in function of the available reserves in the solidarity fund against theft. The amount may not be contested by the renter.

The solidarity fund against theft will only be solicited if the renter communicates the theft to the lessor in a maximum delay of 72h. The renter will also have to file a complaint with a police station within a 48h delay after the theft. If not, the deposit of the renter will be cashed without prior notice.

7) Guarantee deposit

7.1 – To proceed to the delivery of the bike(s) to the renter, the latter will have to pay beforehand to the lessor a guarantee deposit amounting to:

- 250 € for a city bike
- 350 € for a folding bike
- 500 € for a VTC
- 900 € for a bike with electrification kit
- 1200 € for an E-Bike
- 1500€ for an E-bike ++ and tandem
- 2000€ for a cargo bike

The guarantee deposit can be provided in the form of a pre-authorized credit card withdrawal. This pre-authorization authorizes the lessor to withdraw the amount of the deposit and/or the remaining claims on the renters' bank account.

7.2 – The guarantee deposit is returned to the renter or destroyed during the restitution of the bike to the Maison du Vélo at the only condition that the latter has paid off.

7.3 – The guarantee deposited by credit card must be renewed by the renter at the date of expiration. However, although the pre-authorizations of credit card have validity duration of a month, the renter authorizes the lessor to automatically renew his pre-authorization until return of the equipment. If the deposit has not been renewed within the delays, that the renter is not in the process of renting and has settled his account, the lessor will take care of destroying the deposit and this without authorization or specific information to the renter. The lessor must then provide a new deposit to be able to rent a bike again.

7.4 – The deposit can be cashed immediately and without

notice in the case of non-compliance with the commitments made by the customer in this contract, and in particular in the following cases:

- Theft of the bike
- Failure to return the bike on the date stipulated in the contract.
- Failure to pay by a due date.
- Failure to renew the security deposit
- Refusal to pay for repairs, rentals, late fees or the amount due in case of theft.

A litigation procedure in the name of the renter will be opened by the lessor. This will automatically incur 25€ of fees.

8) Theft of the bike

In case of theft of a bike, within 72 hours, the renter must communicate to the renter by e-mail (contact@maisonduvelotoulouse.com) or by presenting himself to the long term rental service the disappearance of the bike. He must also make a declaration of theft at a police station or gendarmerie within 48 hours after the theft. In addition, the lessor will be obliged to cash the deposit (except in the case he would have subscribed to the solidarity fund against theft for a city bike – Cf 6.3). The lessor may provide a certificate of receipt of the deposit if the renter wishes to return to his insurance.

If the stolen bike is returned to the lessor, the latter will reimburse the renter who has complied with the procedure above the amount paid after deducting from it any costs of refurbishing the equipment.

9) Computing and liberties

In application of articles 39 and following the modified law of January 6th 1978, the tenant profits from a right of access and correction to the information which concern him. If he wishes to exercise this right and obtain information about him, it is possible to make a request to: protectiondp@maisonduvelotoulouse.com, or by sending a letter to the following address : Maison du Vélo – 12 bd Bonrepos – 31000 TOULOUSE.