



RENTAL TERMS AND CONDITIONS - Albion Cycles

EQUIPMENT HIRE - TERMS AND CONDITIONS

Article 1: Capacity to contracte

The customer declares to have 18 years old and the legal capacity to contract on the web site as well as to respect the present conditions are to be a holder of a parental consent allowing to make a reservation or rent.

Albion Cycles reserves the possibility to refuse a reservation if there is a previous current dispute or another an abnormally raised level of reservation or rental.

Article 2: Price

The price of the rental being the object of the reservation is determined according to the reserved category of equipment, the period of rent chosen as well as the date of the reservation.

The price is the one indicated on the site during the reservation. This one has contractual value only after the confirmation of reservation and the payment of the deposit.

Albion Cycles reminds that the price conditions proposed on the website are valid only for the rentals preceded by a reservation via the website.

So, any rental of equipments made directly within the store will be made in the public price rate posted in store.

Article 3: Guarantee

For any taking of material, the customer will be requested credit card, Visa or Mastercard only and in his name. No amount will be charged or even blocked on this card. When the material is brought back and verified, this credit card information will be removed.

No other deposit (credit card Maestro, ID card, cash, etc.) will be accepted.

Without a credit card (Visa or MasterCard), the equipment cannot be taken.

The customer commits himself to bring back the material like when it took possession of it. Any reservation on the condition of the equipment must be indicated on the contract at the time of signature. The client may be required to pay a amount equal to the price of the product.

Article 4: Rental period

Rental periods are calculated from the first day of booking.

It is agreed that,

All rentals at half-day morning, starts at 8:30 am and ends at 1:00 pm on the same day,

All rentals at half-day afternoon, starts at 2:00 pm and ends at 6:30pm of the same day,

Half-day rentals are not cumulative in time, even with other rental period

All rentals per day, starts at 8:30 am and finishes at 6:30 pm of the same day.

All rentals of 2 days and more, starts at 8:30 on the first day and ends at 18:30 on the last day.

The equipment can be taken or returned at any time, however, no refund can be made. If the return time is exceeded, this will be charged.

Article 5 - Availability

Albion Cycles cannot be held responsible for delays in availability due to reasons beyond its control, in particular in the event of accidents, delays in the return of equipment from previous rentals, ...

However, in these cases of unavailability, Albion Cycles will propose, according to its stocks, equipment of equal or superior quality for the same price.

Article 6: Booking conditions

A reservation on the website can be made no later than the day before the start of the rental period requested.

When booking on the website, the customer selects the category of equipment he intends to book.

After selection of the equipment, the customer will be asked to confirm his reservation.

The client must specify the first names of the persons using the equipment thus reserved. Only the payment of the deposit has the effect of registering the reservation made by the customer on the Internet site.

Only the reception by Albion Cycles of the agreement of the central network of bank cards concerning the payment of the deposit makes effective the reservation made by the customer on the Internet site.

Article 7: Method of Payment of the Deposit

The reservation will only be registered after payment of the deposit of 30% of the total booking amount.

The deposit is payable by credit card via secure payment on the website only.

Only bank cards with the acronym VISA or Mastercard are accepted.

Albion Cycles has entered into a service agreement for secure payment on the website. This agreement aims to provide all the functions necessary for the management of an Internet payment service and the secure acquisition of payment over the Internet.

The Client must choose from the following acronyms VISA, or MC (Mastercard) and enter the 16 digits and expiry date of his credit card, as well as the three-digit security code on the back of the credit card.

The settlement will be considered to be made only upon receipt by Albion Cycles of the agreement of the central network of bank cards. In case of refusal of the central network of bank cards, Albion Cycles reserves the right to cancel purely and simply the reservation previously registered.

Upon receipt of the agreement of the central bank card network concerning the payment of the deposit, an e-mail confirming the reservation will be sent to the Client with the details of the booked equipment, the period of Rental and the corresponding rental price as well as the names and coordinates of the rental shop in which the equipment will be made available.

During the settlement transaction, a connection is automatically established with the bank's settlement processing center server. Bank details are protected by encryption. They are kept by the bank only during the processing time of the transaction. They do not in any way transit through the systems of Albion Cycles and are therefore not conserved by it.

Article 8: Payment of the rental price

Upon confirmation by the Customer of his booking on the website, a deposit, 30% of the total amount of reservation, is pay to Albion Cycles by the customer.

The balance of the price of the rental will be paid by the customer directly to the store the first day for the taking of the equipment.

Article 9 - Cancellations Conditions

The legal provisions relating to distance selling provided for in the Consumer Code provide that the right of withdrawal is not applicable to tourist services (Article L 121.20.4 of the Consumer Code).

Thus, for any order to provide services performed on the site Albion Cycles, the customer does not have any right of withdrawal. Any deposit paid will therefore be retained.

After receiving the material:

In the event of illness or accident occurring during the rental period and formally preventing the practice of cycling, the rental conditions remain in force. Only equipment leased by the person concerned must be returned and may be invoiced pro rata to the number of days actually rented (on presentation of a medical certificate).

Climatic hazards :

In case of bad weather, making the practice of cycling dangerous from the place of hire of the equipment and only in this case, the rented material can be restored and the days of hiring concerned can be modified. No refunds can be made for climatic reasons.

Article 10 - Taking of material

To take the material, the customer will be required to have a VISA or Mastercard and in his name (the latter does not block any amount on his bank account), his signature signifying his agreement the contract and the payment of the remaining amount due on the confirmation e-mail received by the customer.

Any taking of material cannot be made if the customer is under 18 years old.

The rental takes effect when the customer takes possession of the equipment in the Albion Cycles, for the duration indicated in the rental contract. It shall cease at the date and time indicated on the rental contract.

The contract is only valid for the duration of the lease. If the customer keeps the material beyond it without having regularized its situation, it loses the benefit of all the guarantees provided for in the lease.

Removal of leased products is the responsibility of the person making the lease, at the store of the place where the lease is signed.

In case of delay for the removal of the rented products, the customer must notify the store as soon as possible. The products will thus be kept for the customer for 24 hours. After this period, they will be re-let, without any compensation being due to the customer. The product need to be returned to the place of removal.

Albion Cycles can charge for any adjustments and / or changes to the equipment requested by the customer at the price indicated in store.

Article 11 - Utilisation

The customer certifies to be able to use the rented equipment that he agrees to use himself.

The customer agrees to use the rented item with care

It undertakes to keep it in good condition and to use and maintain it in accordance with the usual regulations. No warranty covers any failure to adapt the leased equipment to the specific needs of the customer or adjustments other than those made by the Albion Cycles store.

Article 12 - Restitution

Materials may only be returned to Albion Cycles during the opening hours. For reasons of safety, the customer undertakes to inform the shop of the possible shocks. Neither the ownership plates affixed to the leased equipment nor the inscriptions on it nor the equipment affixed thereto shall be removed or altered by the customer. The material may not be transferred or pledged as collateral. Any changes may be charged.

The customer undertakes in general not to grant any right, real or otherwise, in favor of any person likely to affect the use thereof or to limit its availability or full Property of the lessor.

Article 13 - Resolatory Clause

At the expiry of the rental period stipulated in the contract, in case of non-return or in case of non-payment of a partial invoice, the customer remains responsible for the material in his possession. His restitution is compulsory at the end of the period of rental provided for under the penalties provided for in article 314-1 of the new Penal Code of the French law.

Article 14 - Repairs

The customer agrees to pay the cost of repairs or replacement of leased equipment, regardless of the cause of repairs, except for normal wear and tear. All repairs will be carried out exclusively by the store, at the expense of the customer or Albion Cycles in case of normal wear and tear. All materials, equipment and accessories whose repair is technically or economically unfeasible must be paid to the Albion Cycles store by the customer at the replacement price, or the equivalent of the sale price.

Article 15 - LIABILITY - GUARANTEE (THEFT / DAMAGE)

When the equipment is taken, the customer can subscribe to the Theft / Damage guarantee for € 2 / day and per product. This option can only be purchased and paid at the taking only. This guarantee is subject to a deductible (see table below).

TABLE OF GUARANTEES

Categories / If material GUARANTEED (theft and damage only) Amount of deductible / If material NOT GUARANTEED Cost of material

Racing Carbon / 1100 € / 1550 €
Racing Aluminum / 700 € / 950 €
Hybrid / 350/500 €
Hardtail MTB / 400 € / 600 €
Full Suspension MTB / 1200 € / 1600 €
kid Bike / 150 € / 200 €
E-TREKKING BIKE / 1500 € / 2000 €
E-MTB / 2400 € / 3200 €
E-Racing bike / 2100 € / 2800 €

- 1) If the customer does not take out the guarantee "theft, damage" he does'nt benefit from any cover for all the damages suffered by the rented equipment and engages personally his responsibility. In this case, the amount invoiced will be the one indicated in the "TABLE OF GUARANTEES" above column NOT GUARANTEED material.
- 2) Guarantee "theft, damage": the customer may, when taking possession of the equipment, take out a guarantee. In which case, the deductible will be the one indicated in the " TABLE OF GUARANTEES " above column GUARANTEED material.

To enable this guarantee, the customer must:

- in case of theft : provide the store, within 24 hours, the original of the filing of a complaint for theft, issued by the police.

- in case of breakage: return the damaged equipment to the equipment store and it must be recognizable and complete. The costs of refurbishment (decided by the Technical Adviser during the return), if they are lower than the amount of the franchise, will remain your responsibility.

3) The loss of the equipment are not covered. In these cases, the amount invoiced will be the one indicated in the "TABLE OF GUARANTEES" above column NON GUARANTEED material.

4) In all cases (guarantee subscribed or not):

- the costs of refurbishment (decided by the Technical Adviser during the return), if they are lower than the maximum amount requested, will remain the responsibility of the customer.
- any damage occurring during the rental (loss, theft, breakage ...) and not allowing the customer to have equivalent equipment during the end of the rental can not result in a refund of the amount paid. Except as mentioned in article 9 of our general rental conditions.
- In the event of exceeding the rental period entered in the rental contract, without having previously notified the store will cancel all guarantees subscribed.

Article 16 - COMPLAINTS

Claims that arise during the execution of the contract must be notified as soon as possible to the responsible Albion Cycles.

Claims which have been impossible to process on the spot or which have not been resolved satisfactorily must be sent by registered mail with acknowledgment of receipt within one month after the end of the stay to:

Albion Cycles
Route de Saint-Trinit
84390 Sault
FRANCE

Or by e-mail at contact@albioncycles.com. We would like to draw your attention to the fact that the prompt reporting of a complaint will allow for effective processing of the complaint.

Article 17 - APPLICABLE LAW & JURISDICTIONS

This agreement is subject to French law. In the event of any dispute relating to this contract, the competent court will be that of the registered office of the company operating Albion Cycles, which has issued the equipment to which the parties attribute exclusive competence.

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