



General terms and conditions of sale – ESLAND BIKE

Article 1 - Object of the contract:

1-1 These present, to date, constitute the General Conditions of Sale of the services marketed by ESLAND BIKE, namely the rental of cycles and the organization of guided tours with Electrically Assisted Bicycle (VAE) with guide, according to predefined routes, allowing the discovery of RAiatea and / or TAHA'A and its surroundings. Visits are conducted in French and/or English.

1-2 This contract is published by: ESLAND BIKE, Gilles LABERNEZE, BP 1449, 98735 UTUROA,

Phone +689 87721271 or +689 87 739 779, Email: esland.bike@gmail.com

Article 2 – General provisions

These General Terms and Conditions of Sale are reserved for consumers only, within the meaning given by law and jurisprudence, acting exclusively on their own behalf. In accordance with Articles L. 111-1 and L. 111-3 of the Consumer Code, the essential characteristics and prices of the Goods and Services sold are available on the website www.esland.bike

These General Terms and Conditions of Sale are applicable to all sales of Goods and Services by ESLAND BIKE

These General Terms and Conditions of Sale apply to all CUSTOMERS who participate in the services sold by ESLAND BIKE, even if the CUSTOMER has not made the reservation of the service himself. By participating in the service sold, the CUSTOMER is deemed to have accepted these general conditions of sale. ESLAND BIKE reserves the right to modify at any time all or part of these General Terms and Conditions of Sale.

Article 3 – Booking:

The reservation of a service marketed by ESLAND BIKE must be made at least 48 hours in advance. After this period, ESLAND BIKE will not be able to guarantee the reservation. The reservation of a service marketed by ESLAND BIKE is made either by phone: +689 87 739 779 OR +689 72 12 71, by email: esland.bike@gmail.com

In all the cases mentioned above, the order is considered validated only if ESLAND BIKE confirms it by email.

Article 4 – Payment

4.1 The CUSTOMER pays for his order by cash, check, credit card or bank transfer no later than the day of the service.

The bank cards accepted are those of the Carte Bleue, Visa, Eurocard / MasterCard networks. The transaction is immediately debited from the Customer's credit card after verification of the latter's data, upon receipt of the debit authorization from the company issuing the credit card used by the Customer.

In accordance with Article L. 132-2 of the Monetary and Financial Code, the commitment to pay given by means of a payment card is irrevocable.

4.2 From the time of booking, ESLAND BIKE sends the CUSTOMER a confirmation e-mail to the e-mail address mentioned by the CLIENT. The sending of this e-mail is worth acknowledgment of receipt of the customer's reservation.

For "GROUPS AND COMPANIES" customers, a deposit of 30% of the amount including VAT indicated on the quote is requested by check, cash, credit card or bank transfer (RIB communicated on request) or PayPal.

Article 5 - Withdrawal

In accordance with Article L121-18 Consumer Code, the CUSTOMER has a right of withdrawal of 14 days from the validation of his reservation. However, Article L121-28 of the Consumer Code provides that leisure services that must be provided on a specified date do not fall within the scope of the fourteen-day right of withdrawal.

Article 6 – Cancellation and refund

6.1 Cancellation of the reservation by the "INDIVIDUAL" customer

If the CUSTOMER intends to cancel his reservation, the latter must inform ESLAND BIKE at least 72 hours before the start of the service ordered, by email at the following address esland.bike@gmail.com, by telephone at the following numbers: + 689 87 739 779 or +689 87 72 12 71

The refund will take place within thirty days of cancellation by bank transfer. Any cancellation that will be made less than 72 hours before the day and time of the booked service, will not give rise to any refund. Any partial or total interruption of one of the services due to the CLIENT will not give rise to any refund or compensation.

6.2 Cancellation of the reservation by the customer "GROUPS AND COMPANIES"

In the case of a total cancellation of the service more than 1 month before the service ordered, no collection will be made and any deposit paid will be refunded.

In the case of a total cancellation of the service less than 1 month before the service ordered, the deposit of 30% of the total amount including VAT will be cashed in full.

In the case of a total cancellation of the service less than 1 week before the service ordered, the total amount including VAT will be cashed in full.

In case of modification of the number of participants less than 1 week before the service ordered, the amount of the quote signed upstream will be invoiced.

For any modification more than one month before the date of the service, the modifications will be free, the customer must inform ESLAND BIKE in order to modify the quote by email to esland.bike@gmail.com, by phone at the following numbers: + 689 87 739 779 or +689 87 72 12 71

6.3 Cancellation of the service by ESLAND BIKE

ESLAND BIKE reserves the right to cancel the booked service, if the safety or interest of the participants requires it. The decision to maintain or cancel the service rests with ESLAND BIKE.

In case of cancellation due to ESLAND BIKE, the latter undertakes to reimburse the CUSTOMER the full amount paid by him. In case of interruption of the service after it has started, ESLAND BIKE undertakes to reimburse all or part of the amount paid, the amount of which will be evaluated by him.

The refund will be made by bank transfer within thirty days of cancellation.

Article 7 – Services

The content of the services is described on the website www.esland.bike ESLAND BIKE provides the CUSTOMER with an electric bicycle and its equipment, in order to make a predefined visit, with or without a companion.

7.1 Electrically Assisted Bicycle (VAE) made available has sufficient autonomy for the proposed travel time and includes the following accessories: an anti-theft device, a protective helmet, The bike can be equipped with a child seat and a child trailer.

7.2 Access to benefits

Access to ESLAND BIKE services is open to minors accompanied by an adult who meets the weight and height criteria below. The bike can be used by a person measuring more than 1m45 and weighing less than 120 Kg. Children under 5 years and less than 18kg benefit from child seats. Children under 35 kg benefit from child trailers or junior seats.

With the public rates displayed, a minimum of 4 participants will allow the visit to start (with several people grouped if you are 1, 2 or 3 people). If you would like a private tour with our local guides, please contact us directly for a quote.

7.3 Conduct of the visit

The meeting point is located at the ESLAND BIKE shop, located in ZI TAHINA, UTUROA or on the meeting site programmed by ESLAND BIKE.

The CLIENT must imperatively arrive at the meeting point at least 5 minutes before the departure time of the visit. The times indicated on the booking confirmation must be respected. Any delay of more than 30 minutes on the scheduled time may result in the cancellation of the visit, without giving rise to any refund or compensation.

7.4 The guide Before departure, the accompanying person states the safety rules, proposes the safety equipment, and explains the operation of the Electrically Assisted Bicycle.

The guide alone decides the pace of the visit, the breaks and the itinerary, which he adapts according to the capacity of the participants. The guide/guide reserves the right to cancel the tour, or to modify the route if the safety or interest of the participants requires it.

7.5 Customer's condition of participation

The CUSTOMER undertakes to use the bicycle in a reasonable and prudent manner. The CUSTOMER declares to be able to use an electric bike and to have the physical condition adapted to this use. THE CUSTOMER undertakes to respect the highway code and safety instructions issued by ESLAND BIKE before departure.

The CLIENT is not allowed to leave the group, unless he has been invited to do so by the accompanying person/Guide on an exceptional basis. The CLIENT is solely responsible for his actions on the public highway. ESLAND BIKE cannot be held responsible for any accident occurring due to the behavior of the CUSTOMER or a third party. The CUSTOMER assumes custody of the Electric Bike and its equipment which are placed under his responsibility.

Article 8 – General conditions for renting cycles:

- 8.1 -Any rental is granted to these general conditions and to the special conditions specified on this page that the customer accepts and undertakes to respect.
- 8.2 - The Renter declares that he is the holder of a civil liability insurance policy.
- 8.3 - The Tenant declares to be fit to drive the rented equipment and declares not to have any medical contraindication. A minimum height of 1m45 required for the use of the e-bike
- 8.4 - The rental agreement is neither assignable nor transferable. By express agreement between the parties, the lending or subletting of equipment is strictly prohibited.
- 8.5- The rental takes effect when the lessee takes possession of the equipment and accessories delivered to him. The risks will be transferred when the equipment and accessories are handed over to the tenant who will assume custody under his full responsibility, the latter undertaking to use them in all circumstances with due care.
- 8.6 - This contract is only in force for the duration of the rental as specified in the special conditions of this document. Any extension of the contract will be subject to the agreement of the Lessor.
- 8.7 - The Renter acknowledges having received the rented item in good working order with the basic equipment. He states that he personally had full discretion to check the equipment and select it in accordance with his needs.
- 8.8 - The tenant undertakes to use the rented property with caution, without danger to third parties and in accordance with the regulations in force. The Tenant is personally responsible for any violation of the highway code and is always responsible for bodily injury and material damage that he causes when using the rented equipment (art.1383 and 1384 of the Civil Code). The Lessor is expressly released from liability in the event of non-compliance with the legal requirements.
- 8.9 - The Tenant undertakes to hold the equipment hung on a fixed attachment point by an anti-theft device outside periods of use, keeping the keys of the anti-theft.
- 8.10 -In case of theft of the rented equipment, the tenant must immediately notify the lessor at 87 72 712 71 or 87 739 779 or by email: esland.bike@gmail.com , file a complaint with the competent authorities and provide the lessor with the filing of complaint.
- 8.11 - The return of the rented equipment will be made at the time provided for in the contract. The renter is obliged to return the bike to the starting point. A cost of 2500 Fcfp for troubleshooting for puncture or repatriation of the bike in case of breakdown or breakage will be applied (on estimate if the distance is beyond 25km).
- 8.12 - For safety reasons, the tenant undertakes to notify the renter of any shocks suffered by the helmets.
- 8.13 - In the event of any dispute relating to this contract, the competent court will be that of the registered office of the Lessor to which the parties attribute exclusive jurisdiction.
- 8.14 Return of the bike : The CUSTOMER undertakes to return the bike made available to him at the end of the visit. The bike must be returned to the ESLAND BIKE staff

Article 8 – Liability and insurance

ESLAND BIKE provides its customers with an electric bike in good working order, regularly serviced and in accordance with current regulations and safety requirements. ESLAND BIKE has taken out civil liability insurance. At the time of the visit, the guide/guide gives safety instructions, which the CLIENT undertakes to follow. The safety instructions can be consulted and printed on the website: www.esland.bike

The CUSTOMER alone has control of the bike he uses. The responsibility of ESLAND BIKE can not be sought in case of damage suffered by the CUSTOMER during the visit. The CLIENT is solely responsible for any damage he may cause to third parties or other participants during the visit. The parents or legal guardians of a minor participating in the tour will be held responsible for any damage caused by the minor during the visit. The CLIENT is informed that he must have personally taken out civil liability insurance, which covers him in particular in the event of the use of cycles, in order to guarantee him in the event of damage occurring during the visit. In the absence of having taken out such insurance, he cannot blame ESLAND BIKE for the absence of this personal guarantee.

All fines and contraventions that may be due due to the use of the Electrically Assisted Bicycle by the CUSTOMER are his sole responsibility.

Article 9 – Loss, theft and damage

From the time they are made available and until their return by the CUSTOMER, the Electric Bike and its equipment are placed under the custody of the CUSTOMER. The CUSTOMER will be solely responsible for any loss, theft or deterioration of the bike and the equipment made available to him. In case of loss, theft, or deterioration of the bike and its equipment, the CUSTOMER undertakes to compensate ESLAND BIKE by paying it compensation evaluated at most according to the following scale:

1. INDICATIVE PRICES FOR DETERIORIE PRODUCTS TO BE REPLACED

HANDLEBAR	3.600 XPF	REAR WHEEL	9.000 XPF	BATTERY	100.000 XPF
CHANGT SPEED CONTROLLER	4.000 XPF	TIRE + INNER TUBE	6.500 XPF	CHARGER	24.000 XPF
BRAKE GRIP	3.000 XPF	CHAIN	5.000 XPF	VAE ORDER	20.000 XPF
THIS	4.000 XPF	PEDALS	1.500 XPF	STAND	3.000 XPF
BOUE GUARD	2.500 XPF	DERAILLEUR PAW	5.000 XPF	CHILDREN's SEAT	8.000 XPF
LIGHTING AV. OR ARR.	2.500 XPF	HELMET	5.000 XPF	ELECTRIC BIKE	200.000 XPF
LUGGAGE RACK	4.500 XPF	ANTI THEFT	2.000 XPF	TRAILER	60.000 XPF
FRONT WHEEL	8.000 XPF	DERAILLEUR	13.000 XPF	BASKET	5.000 XPF
BIKE FRAME > VALUE OF THE COMPLETE BIKE			200.000 XPF		

Prices apply in Fcjp TTC. The CUSTOMER declares to have read this scale and undertakes to pay the pre-established compensation at the first request of ESLAND BIKE

Article 10 – Permission to publish photographs

During the course of the services, photographs of the CUSTOMERS may be taken.

The CUSTOMER is informed and accepts that photographs on which he appears may be published for promotional communication by ESLAND BIKE on its website and on social networks such as facebook, twitter, Instagram, Pinterest ...

The CUSTOMER, not wishing that photographs on which he appears, be published by ESLAND BIKE on the website or social media, must inform ESLAND BIKE before the start of the service or retrospectively by sending an e-mail to the address: esland.bike@gmail.com

Article 11 - Confidentiality

During the visits it is forbidden to reproduce, film and record all or part of the content of the visit. During the tours, the guide may sometimes prohibit ESLAND BIKE customers from taking photos.

Any reproduction or distribution, in whole or in part, of the content of the visits (explanations, texts, anecdotes, places visited ...) or the circuit traveled for commercial or promotional purposes is prohibited.

Failure to comply with these prohibitions may result in the termination of the visit for the offending participant without refund by ESLAND BIKE and may also engage its responsibility.

Article 12 – Jurisdiction, conflict, jurisdiction and applicable law

These terms and conditions shall be governed, construed and enforced in accordance with French law, the language of interpretation being the French language in the event of a dispute as to the meaning of any term or provision hereof. In the event that it is translated into one or more languages, only the French text shall prevail in the event of a dispute.

The consumer is informed by the professional of the possibility of resorting, in the event of a dispute, to a conventional mediation procedure or any other alternative method of dispute resolution.

Subject to the provisions of public order applicable to jurisdiction, the courts of the registered office of "ESLAND BIKE" will have sole jurisdiction to hear any dispute relating to the execution or interpretation of these presents. The waiver by one of the parties of a clause of the Contract may not be interpreted as a waiver of another clause of the Contrat. La possible nullity of a clause of the Contract shall not entail the nullity of all or part of the Contract; Such a clause would be deemed unwritten. The headings preceding the sections of this Agreement are only indications. In the event of difficulties of interpretation between any of these titles and any provision of this Agreement, the titles will be declared non-existent.

The Contractor unreservedly accepts the above general terms and conditions (in the case of multiple provision, the Contractor is the person responsible for the group) and affixes his signature after reading them.

The contractor undertakes to use the bicycle(s) made available with due care and to comply with the regulations in force regarding its use. He undertakes to use the bike with care, to assume the consequences of any degradation and to respect the general rental conditions present above.

It authorizes the establishment ESLAND BIKE to charge all or part of the amount of the deposit in case of non-return of the equipment or damage to the equipment