



General Conditions of Access and Use of the electric bikes (C.G.A.U)

ARTICLE 1 – Object and structure of the service

The town hall of Vence puts those electric bikes at your disposal. The tourist office of Vence (the contractor) manages it. The service allows this access to the electric bikes thanks to a magnetic badge.

The service consists of a bike station, composed of several attachments and a kiosk, and of several Clean Energy Cardan electric bikes.

Contacting the tourist Office of Vence

Address: Place du Grand Jardin 06140 Vence - +33(0)4 93 58 06 38

Email : officedetourisme@vence.fr

website : www.vence-tourisme.fr

ARTICLE 2 - Conditions to access the service

- The magnetic card is strictly personal, and allows the Customer to take, use or give back a bike.
- The service is available to all, acknowledging that they are able to ride a bike with no medical restriction.

ARTICLE 3 – Availability of service

- The Customer may access the services after the creation of the subscription file. To do this, he must provide identification to the Tourist Office of Vence, and a proof of residence of less than 3 months old if regular use, a deposit of € 400 and declare to have read and approved the said General Conditions of Access and Use. He acknowledges to be up to date with his personal liability insurance.
- In the case that the Customer is a minor (14 years-old) the user or his legal representative is solely and fully responsible for any damage caused by the electric bike or the use that is made throughout.
- The Customer must withdraw his magnetic card at the Tourist Office of Vence
- In case of a dispute over the time of bicycle use by the Customer, only the data delivered by the IT Service server shall prevail.
- The service is available from the 20th of June 2014 to the 30th of September in the availability of bicycles, the opening hours of the Tourist Office of Vence (*) except in cases of force majeure or if the competent authorities ask for a total or partial temporary or permanent restriction of bicycle traffic.
- When the time allowed for the magnetic card is exceeded, the card will be blocked. The Customer will not be able to access the service. To regain access to the service, he will have to update his card at the Tourist Office of Vence.
- (*) Opening hours of the Tourist Office of Vence
June and September: Monday to Saturday 9am to 6pm
July and August: Monday to Saturday 9am to 7 pm-Sunday 10am to 6pm

ARTICLE 4 – Cost & Payment Terms

- Half day (4 hours) : € 10- entire day (from 4 hours on) : € 15 (*)
- A € 400 deposit is required.
- The Customer must use the bike in the limit of the validity of the card. In the case that the Customer renders the bike beyond the duration, his card will be blocked, the Customer will not be able to access the service. The Customer will have to update his file with the Tourist Office of Vence. Detailed costs related to this section are available from the 20th of June 2014 and are subject to change at any time.

(*) Hourly Conditions for rental of Electric bikes

June and September: bikes must be returned at 5.30pm, before the closing of the Tourist Office.

July and August: bikes must be returned at 6.30 pm, before the closing of the Tourist Office.

ARTICLE 5 - Practical arrangements for borrowing and returning the bike

5.1. Borrowing arrangements

The Customer goes to the self-service station of electric bikes.

The Customer follows the instructions on the home screen of the kiosk to borrow a bike:

- 1 - Place the card on the magnetic card reader for this purpose,
- 2 - Choose the bike depending on the level of charge (by gently pressing on the touch screen of the terminal)
- 3 - Validate your choice
- 4 - Remove the bike from its attachment when the jacks have released the bike

5.2 Return conditions

The Customer gives back the electric bike to the same station. The Customer chooses a free attachment indicated by a "green" LED light. The Customer deposits the electric bike in the attachment. The attachment recognizes the bike and locks it. The operation is complete when the clip beeps. In the case of misuse the LED light turns "red". The Customer may report any problem via the touch screen on the kiosk or to the Tourist Office of Vence.

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5.3. Duration of use

The period of use corresponds to the duration of validity of the magnetic card.

In case of dispute on the length of bicycle use by the User, the data delivered by the IT Service server prevails.

ARTICLE 6 - Obligations of the Parties

6.1. Obligations of the Tourist Office of Vence

The Tourist Office of Vence is committed to providing services to the conditions set out herein.

The Tourist Office of Vence undertakes to use its best efforts to ensure the continuity and quality of service offered. The Tourist Office of Vence only guarantees, however, as such, an obligation of means.

The responsibility of the Tourist Office of Vence can not be held liable for services:

- In case of improper use by the Customer of services offered.
- In case of non-compliance by the Customer of his obligations listed in the general conditions,
- In case of use of the service by an unauthorized person (especially in case of theft or loan of a magnetic card).
- In case of force majeure.

6.2. Customer Obligations

The Customer agrees to have read and approved the said General Conditions of Access and Use of Electrical bikes.

The Customer undertakes to use the bike carefully.

The Customer assumes custody of the bike he rented and undertakes to make every effort to avoid its disappearance (including during temporary stops within the bike rental) and is committed to systematically lock the anti-theft system of the bike and attach it to a fixed point as soon as he stops using it.

The Customer undertakes to return the bike in time duration of authorized use (amount of the validity of the magnetic card). In case of failure to return the rented equipment, the Tourist Office of Vence reserves the right to collect the deposit after contacting the Customer. In case of loss, theft or damage to the rented equipment, the cost of damage will be deducted from the security deposit or fee of the Customer under the terms and conditions provided for in Article 10. The Customer agrees to return the bike within the deadlines for the duration of permitted use (amount of the validity of the magnetic card). In case of failure to return rented equipment, the Tourist Office of Vence reserves the right to collect the deposit after contacting the Customer. In case of loss, theft or damage to rented equipment the amount of damages will be deducted from the security deposit or charged extra to the Customer under the terms and conditions provided for in Article 10.

The Customer undertakes to return the bike at any time, at the first request of the Tourist Office of Vence contacted by telephone or by email / mail.

The Customer agrees to report any loss, theft or other problem with the rented equipment and notify the Tourist Office of Vence in the shortest time at the following number: 04.93.58.06.38 or by default City Police (04 93 58 32 32). The bike remains, in any case, under his responsibility under the terms of Articles 5 7 and 8 of the present conditions.

ARTICLE 7 - Restrictions on the use of service

- It is forbidden for the Customer to lend, rent, lease his magnetic card and / or use it in any other way than as set out herein
- The Customer is allowed to use the bike on the terms hereof, provided that he makes it a reasonable use, excluding in particular any use contrary to the provisions of the applicable traffic rules; any off-road use or in conditions that damage the bike; any load over 5 kg (basket contents); transport any passenger in any way whatsoever; all bicycle misuse could jeopardize the Customer or third parties; disassembly or attempted removal of all or part of the bike and, more generally, any abnormal use of a bicycle in urban areas.

ARTICLE 8 - Responsibilities & Customer statements

- The Customer or his legal representative is fully and solely responsible for any damage caused by the bike or use that is made of it for the entire duration of use, even when it exceeds the period of use permitted (duration validity of the card) in case of late return by the Customer.
- The Customer may use the service according to the limited duration of the magnetic card.
- In case of disappearance of the bike for which he is responsible, the Customer has the obligation, as defined in Article 5, to report it, the bike remaining under his full responsibility.
- In case of accident and / or incident, including mechanical, putting the bike in question, the Customer has the obligation, as defined in Article 5, to report the facts promptly and to the phone numbers above . However, the bike is under his responsibility until it is returned.
- The bike being under the responsibility of the Customer, the latter undertakes to do, prior to the effective use of the bicycle removed, a basic check of the main functional elements including, but not limited to: the right fixing of the seat, pedals; the proper functioning of the bell, brakes and lighting; the good condition of the frame and tires.
- The Customer further agrees not to modify, add or remove any equipment to the bike.
- When taking the bike, the Customer has 5 minutes, from the moment he takes the bike to check the condition of the bike. Beyond that, he will be considered responsible for any damage found.

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- It is further recommended that the Customer adjusts his braking distance in case of rain; adjusts the seat, adjusts the height to his morphology; wears an approved helmet and suitable clothing; generally respects the highway code.
- The Customer declares that all information relating to him is accurate, that he is able to use and physically fit to use a bike, fully aware of the potential risks associated with intensive use of a bicycle and particularly that he satisfies the requirements of Articles 2 and 7 above, and that he is a holder of a liability insurance policy which guarantees the consequences of the use of bicycles for himself and those dependent on him (minors).

ARTICLE 9 – Rights reserved to the Tourist Office of Vence

- The Tourist Office of Vence reserves the right to deny access to the service to anyone not meeting these general conditions, without being required to provide any further justification.
- In accordance with the provisions of Articles 5, 6, 7 and 8, all liability of the Tourist Office of Vence related to the use of the bike by the Customer, or related to the damage that the Customer may cause to himself or to third parties as a result of the use of a bicycle, is entirely excluded.

ARTICLE 10 – Penalties

- The Customer authorizes in advance the Tourist Office of Vence to cash the security deposit of € 400 in the following cases and under the conditions set forth herein and exhaustively listed: deterioration of the bike by himself or by a third party during the rental period, misuse, failure to return the bike according to the timetable and conditions and / or theft of the bicycle under the responsibility of the Customer or any other breach of the terms.
- The Customer undertakes to return the bike to the Municipal Police (Place Maréchal Juin - Vence - 04 93 58 32 32) in case of delay, and / or closure of the Tourist Office.
- In case the damages suffered exceed € 400, the amount of compensation in excess will be charged to the Customer on presentation of invoices.
- The amount corresponding to penalties as detailed below is charged to the Customer in case of dispute over the respect by the Customer of his obligations listed in the general conditions hereunder.

ARTICLE 11 – Privacy policy

The Tourist Office of Vence agrees to comply with regulations in handling and storage of sensitive personal data, including the law of January 6, 1978 "Informatique et Libertés". Under this Act, the Customer has a right to access and rectify information concerning him, by writing to the following address: Office de Tourisme de Vence - 8 Place du Grand Jardin - 06140 Vence.

ARTICLE 12 – Settlement of disputes

The Customer may make a claim within three months from the date of the facts about which he makes his claim. These general conditions are subject to French law. Any dispute relating to their implementation and their consequences will be submitted to the competent courts to which the Parties expressly confer jurisdiction, including in cases of summary judgments, collateral or multiple defendants.

Any claim must be sent to the following address: Office de Tourisme de Vence -8 Place du Grand Jardin - 06140 Vence

ARTICLE 13 – Changes to these general conditions

The Customer of the service will be notified of any changes in the general conditions at this website www.vence-tourisme.fr