

RENTAL TERMS & CONDITIONS

1. Rental Operator

Motorbike Trip
21 rue de Rivoli
06000 Nice, France
Tel.: +33 4 93 81 09 41
Email: info@rent-bike.fr

2. Contract with Motorbike Trip

With your signature, you accept these Rental Terms and Conditions as part of the binding contract between Motorbike Trip and you, the vehicle renter. Motorbike Trip cannot accept any vehicle renter without a signed Rental Terms and Conditions contract.

3. Rental Period

The vehicle renter will have the vehicle for the rental period specified in the rental contract. If the vehicle renter does not return the vehicle on time, he/she is breaching the conditions of the rental contract. Motorbike Trip reserves the right to charge a daily rental rate if the vehicle is returned 1 hour later than agreed on the rental contract.

4. Rental Rates

- 4.1. The daily rental rate is calculated on a 24-hour basis.
- 4.2. The vehicle renter shall assume all fuel and oil costs. If the vehicle is returned without the required amount of fuel as noted in the rental contract, the vehicle renter shall be charged a €30 administration fee.
- 4.3. The rental includes normal tyre wear and tear. The rental does not cover abusive tyre treatment by the vehicle renter. Tyre punctures and the resulting costs are the responsibility of the vehicle renter.
- 4.4. Rental rates quoted by Motorbike Trip on www.we-rent-motorcycles.com or printed materials are those in effect at time of writing. Motorbike Trip shall communicate any rental rate increase at least 20 days prior to the rental.

5. Damage Deposit

- 5.1. All vehicle renters must have a valid credit card (MasterCard or Visa) with the ability to cover the rental cost and damage deposit at time of collection of the vehicle.
- 5.2. Vehicle renters are responsible for the cost of any damage to the bike while it is in their care unless the damage has been caused by an identified third party.

6. Vehicle Reservation

- 6.1. For any vehicle reservation, a reservation deposit is required at the time of booking. The reservation deposit is 30% of the rental cost and secures the vehicle. The reservation deposit is due 30 days before the rental starts. If the reservation deposit is not received 30 days before the rental starts, Motorbike Trip reserves the right to treat this reservation as cancelled and charge a cancellation fee – see Section 15.
- 6.2. The model of motorcycle will be as defined in the rental contract. The pictures and descriptions of the motorcycles on www.we-rent-motorcycles.com and any printed material issued by Motorbike Trip are representative of the available vehicles but are not necessarily the specific vehicles. Motorbike Trip reserves the right to correct online and printing errors at any time.
- 6.3. Motorbike Trip strives to ensure that vehicle renters ride the motorcycle, which has been confirmed. Unfortunately, unexpected and uncontrollable situations can arise which may require the substitution of a motorcycle. This includes, but is not limited to mechanical failure, collision damage and theft. If such a situation arises before rental, the vehicle renter will be provided with a refund or comparable replacement motorcycle.
- 6.4. In the event that demand for rental vehicles outstrips supply, Motorbike Trip may propose to the vehicle renter to transfer the agreement to another contractual party. If the vehicle renter agrees, the first contract will be terminated and the vehicle renter will enter into a new agreement with said third party. If the vehicle renter refuses, and Motorbike Trip withdraws from the contract, rules relating to the withdrawal of contract shall apply.

7. Vehicle Hand-Over

- 7.1. The vehicle renter and Motorbike Trip will jointly check the condition of the vehicle and tyres before signing the rental contract. Having accepted the condition of the vehicle and tyres, the vehicle renter cannot make Motorbike Trip liable for any damages resulting from a tyre puncture.
- 7.2. The vehicle renter agrees to return the vehicle in the same condition, both in terms of its working condition and its overall appearance.

8. Vehicle Renter Responsibilities

- 8.1. To avoid theft, the vehicle renter must look after the vehicle and the keys to the vehicle at all times. The vehicle renter shall leave the vehicle only in secured parking areas and must use all security devices fitted to and supplied with the vehicle.
- 8.2. The vehicle renter must always protect the vehicle against bad weather, which can cause damage.
- 8.3. The vehicle renter must make sure to use the correct fuel and engine oil for the vehicle.
- 8.4. The vehicle renter must not sell, rent or dispose of the vehicle or any of its parts.
- 8.5. The vehicle renter must let Motorbike Trip know without delay and no later than 24 hours when he/she becomes aware of a fault in the vehicle. The vehicle shall be brought to Motorbike Trip in Nice, France for any adjustments or repairs and any regularly scheduled servicing of the vehicle. The vehicle renter must not let anyone work on the vehicle without the permission of Motorbike Trip. If Motorbike Trip gives the vehicle renter permission, Motorbike Trip will only give the vehicle renter a refund if the vehicle renter has a valid receipt for the work. Failure to comply shall engage the responsibility of the vehicle renter for any expenses required to repair the vehicle or bring the vehicle into compliance with legal regulations.
- 8.6. For rental periods over a week or 2000km, the vehicle renter shall conduct basic checks every 500km (i.e. oil & coolant level, tyre pressure, chain tension & grease).
- 8.7. The vehicle renter must comply with passport, visa, driving and health regulations and all consequences resulting from non-compliance.
- 8.8. The vehicle renter must comply with national traffic laws and regulations.

9. Motorbike Trip Responsibilities

Motorbike Trip will have maintained the vehicle to at least the manufacturer's recommended standard. Motorbike Trip assures the vehicle renter that the vehicle is in roadworthy condition and suitable for renting at the start of the rental period.

10. Payment for Rental

- 10.1. Motorbike Trip will charge the vehicle renter the total rental charge before the start of the rental period. Upon hand-over of the vehicle, Motorbike Trip will ask for authority from the vehicle renter's credit card issuing company for the damage deposit.
- 10.2. If the vehicle is returned undamaged and no damage has been caused to anybody else's property whilst renting the vehicle, the damage deposit will not be charged to the vehicle renter's credit card.
- 10.3. If the vehicle is returned damaged or with parts missing, the damage deposit shall be forfeited in part or in whole by the vehicle renter. In addition, a €50 administration charge applies to all damages or missing parts.
- 10.4. The vehicle renter agrees to pay Motorbike Trip the following:
 - The rental and any other charges Motorbike Trip works out according to this contract.
 - The amount of any loss or damage resulting from the vehicle renter not keeping to his/her responsibilities.
 - All fines and court costs for parking, traffic or other offences. The vehicle renter must pay the appropriate authority any fines and costs if and when the authority demands this payment. In addition, a €20 administration fee applies.
 - The full cost of cleaning the vehicle (€30) if it needs more than the standard cleaning when the vehicle renter returns it.
 - All legal fees or court costs incurred by Motorbike Trip in the collection of these charges.

11. Insurance

- 11.1. All rented vehicles are insured third party, fire and theft with an individual insurance excess according to motorcycle.
- 11.2. Motorbike Trip requires that all vehicle renters be covered by adequate personal, accident and medical insurance valid in France.
- 11.3. When riding Motorbike Trip motorcycles, vehicle renters must wear a suitable helmet. For the vehicle renter's safety, Motorbike Trip strongly recommends that suitable clothing such as motorcycle jackets, trousers, leathers, gloves, boots, etc. are worn. Motorbike Trip is not liable for any damages arising from the acts of the vehicle renter which might result in injury, death or other damage to the vehicle renter, his property, his family, heirs or assigns.

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12. Conditions for Using the Vehicle

12.1. All vehicle renters must be 23 years or older, have had a full and valid motorcycle licence for at least 24 months and hold a full and valid motorcycle licence for riding in France. The vehicle renter must produce his/her current driving licence before commencing a rental. Vehicle renters must not have had any driving disqualifications or licence suspensions in the last 2 years or have had their insurance contract revoked or cancelled by an insurance company for any type of vehicle.

12.2. Motorbike Trip rental vehicles shall be driven exclusively by the riders who appear on the rental contract. The vehicle is non-transferable. It is valid only for the period and persons specified in the rental contract.

12.3. The vehicle renter must not:

- Use the vehicle for any illegal purpose.
- Overload the vehicle.
- Use the vehicle if he/she may reasonably be considered unfit to drive.
- Use the vehicle whilst under the influence of alcohol or drugs.
- Use the vehicle for racing, speed testing or teaching to drive.
- Use the vehicle off-road or on racetracks.
- Use the vehicle for carrying fare-paying passengers.

13. Theft, Accidents and Breakdown

13.1. In the case of the vehicle's theft or any damage, the vehicle renter agrees to inform Motorbike Trip without delay and no later than 24h of the incident.

13.2. If the vehicle is involved in an accident, the vehicle renter must not admit responsibility. The vehicle renter should get names and addresses of everyone involved including witnesses. The vehicle renter should also make the vehicle secure and tell the police without delay if anyone is injured or if there is a disagreement over who is responsible.

13.3. The vehicle renter agrees to inform Motorbike Trip without delay and no later than 24 hours of the accident. The vehicle renter shall send Motorbike Trip by registered mail a copy of the jointly filed accident report as well as a written declaration describing the circumstances of the accident and the identity of the parties involved in the accident.

13.4. Vehicles come with breakdown cover. In the event of breakdown, the vehicle renter agrees to inform Motorbike Trip without delay and no later than 24h.

14. Additional Services

14.1. Motorbike Trip provides rental equipment such as navigation systems, motorcycle luggage and helmets. Any missing or damaged equipment supplied by Motorbike Trip to the vehicle renter will be paid for by the vehicle renter.

14.2. Rentals start and finish at Motorbike Trip in Nice, France. At extra cost, Motorbike Trip offers a motorcycle delivery and pick-up service.

15. Cancellations, Refunds and Re-bookings

15.1. If the vehicle renter cancels the agreement between 90 days and 7 days prior to rental, Motorbike Trip retains 30% of the total rental price. If the vehicle renter cancels the agreement less than 7 days prior to rental, Motorbike Trip retains 100% of the rental price. No exception to this policy can be made.

15.2. In case of cancellation by Motorbike Trip, any vehicle renter payment will be refunded or the booking moved to a later date.

15.3. Motorbike Trip is not required to make refunds once rental commences regardless of the reason for vehicle renters being unable to complete his or her rental. Motorbike Trip cannot be made liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions.

16. Contract Conditions and Termination Clause

16.1. Motorbike Trip has the right not to enter into the rental agreement if the vehicle renter:

- Does not sign the Rental Terms and Conditions contract.
- Does not provide an appropriate driving licence.
- Does not provide Motorbike Trip with evidence of his personal accident and medical insurance valid in France.
- Does not authorise his credit card company for the damage deposit and the rental charges.

Failure to fulfil the above conditions gives Motorbike Trip the right to keep the reservation deposit plus a €50 cancellation fee by the vehicle renter.

16.2. Once the rental contract has been signed, Motorbike Trip retains the right to terminate the agreement discretionarily and without notice in case of:

- Non-compliance with the vehicle renter's responsibilities – Section 8
- Non-compliance of renter with the insurance obligations – Section 11
- Non-compliance of renter with rental contract conditions – Section 12
- Abuse of the vehicle by renter, e.g. burnouts, wheelies, etc.

In case of termination of the contract, Motorbike Trip will secure the provided vehicle immediately. Pick-up costs of €2 per kilometre, a €50 contract termination fee plus any required mechanical repairs to the vehicle will be charged.

17. Verbal Changes

Verbal changes of contract are invalid unless confirmed in writing by Motorbike Trip. Should any parts of the Rental Terms & Conditions become invalid, this does not invalidate the remainder of the contract.

18. Photographic Material and Personal Information

18.1. Any photographic material produced by Motorbike Trip or its representatives are the property of Motorbike Trip. The copyright remains with Motorbike Trip. Motorbike Trip can use all of this material for advertising and marketing purposes without any charge from the vehicle renter arising for Motorbike Trip.

18.2. Motorbike Trip will hold and use some of the vehicle renter's personal information in order to perform this contract with the vehicle renter. From time to time, Motorbike Trip may make the vehicle renter's personal information available to the Bike Trip group companies for business administration purposes. The collection of data is declared to the CNIL (Commission Nationale de l'Informatique et des Libertés) in France. Conforming to the French IT and liberty law of 6th January 1978, you have the right to access any information concerning yourself and to demand its deletion or change by contacting Motorbike Trip – see Section 1.

19. Governing Law

Court of jurisdiction is France.

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