

MOTORCYCLE STORAGE TERMS & CONDITIONS

1. Storage 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 terms and conditions as part of the binding contract between Motorbike Trip and you, the vehicle owner. Motorbike Trip cannot accept any vehicle without a signed storage contract.

3. Storage of motor vehicles

- (a) Motorbike Trip is authorised to collect the motor vehicle from the designated pick-up area and move the motor vehicle to the storage area.
- (b) Motorbike Trip will return the motor vehicle from the storage area to the designated drop-off area at the end of the storage period.
- (c) Motorbike Trip will perform any other services as the parties agree.

4. Payment for Motor Vehicle Storage

- 4.1 The vehicle owner must pay for the vehicle storage at the rate current at the commencement of the storage period.
- 4.2 Payment by the vehicle owner for the storage period is due upon Motorbike Trip taking possession of the motor vehicle.
- 4.3 The vehicle owner must pay Motorbike Trip charges for any other services performed by Motorbike Trip and any storage in excess of the storage period at the rate set by Motorbike Trip.
- 4.4 The vehicle owner must pay all legal costs incurred by Motorbike Trip in enforcing (or attempting to enforce) this agreement including recovering payment of any money due under this agreement and costs of exercising the rights granted by clause 5.
- 4.5 If the vehicle owner defaults on their payment, Motorbike Trip has the authority to debit the vehicle owner's credit card and to put through transactions without the owner of the vehicle being present. Including but not limited to: any outstanding amounts owing for storage and any other service fees incurred before, during or after storage.

5. Lien

- 5.1 The vehicle owner grants Motorbike Trip a lien over the motor vehicle for all charges pursuant to the agreement including any expenses incurred by Motorbike Trip pursuant to clause 5.2(b).
- 5.2 If any amount payable under this agreement remains unpaid for 60 days after due date for payment then:
 - (a) Motorbike Trip may as the vehicle owner's agent sell the vehicle in such manner and terms Motorbike Trip in its absolute discretion decides.
 - (b) Motorbike Trip may deduct from the sale proceeds of the motor vehicle all unpaid storage fees, sale costs, legal costs, charges and other money payable by the vehicle owner to Motorbike Trip arising out of the storage of the motor vehicle whether pursuant to this agreement or otherwise together with any amount necessary to clear any encumbrance effecting the motor vehicle in favour of a third party.
 - (c) Any remaining surplus of the sale proceeds, after Motorbike Trip makes any deduction under paragraph (b) of this clause, shall be sent by Motorbike Trip to the vehicle owner. If the vehicle owner cannot, after reasonable endeavours, be located, the vehicle owner hereby irrevocably authorises Motorbike Trip to donate the surplus sale proceeds to a charity of Motorbike Trip's choice.

6. Vehicle Abandonment

Unless prior written agreement is reached with Motorbike Trip, if a motor vehicle remains at the storage area for a period in excess of 60 days after the expiration of the storage period then the motor vehicle will be deemed abandoned and the vehicle owner authorises Motorbike Trip to deal with the motor vehicle in any manner that Motorbike Trip deems fit, including but not limited to moving the motor vehicle to other premises or disposing of the motor vehicle.

7. Owner's Warranties

- 7.1 The vehicle owner warrants and represents to Motorbike Trip that at the date of this agreement:
 - (a) The vehicle owner has legal title to the motor vehicle.
 - (b) The motor vehicle is free from all encumbrances, claims or liens.
 - (c) The vehicle owner is not bankrupt nor has any receiver been appointed over or in respect of any of the vehicle owner's assets.
 - (d) The vehicle owner has not agreed to sell the motor vehicle.
- 7.2 If any act, matter or thing occurs or becomes known to the vehicle owner that is inconsistent with the warranties and representations contained in this clause, the vehicle owner must immediately give Motorbike Trip written notice of that act.

8. Acknowledgement, Risk and Indemnities

- 8.1 The vehicle owner acknowledges that the motor vehicle is in the condition as described in the storage contract at the time that Motorbike Trip collects the motor vehicle.
- 8.2 The vehicle owner uses the services of Motorbike Trip (including the storage of the motor vehicle) at own risk and in particular, the risk in the motor vehicle remains with the vehicle owner.
- 8.3 The vehicle owner releases Motorbike Trip from any liability, action or demand due to any damage, loss (including consequential), injury or death occurring on or near the motor vehicle or in or near the storage area arising from any cause whatsoever.
- 8.4 The vehicle owner indemnifies Motorbike Trip and agents from and against all claims, demands, actions, loss, costs and expenses brought or made against or suffered or incurred by Motorbike Trip arising directly or indirectly out of:
 - (a) The actions, omissions or negligence of the vehicle owner and the vehicle owner's agents (including any contractor employed by the vehicle owner).
 - (b) Any other cause other than the sole negligence of Motorbike Trip and agents.

9. Claims

Any claims made by the vehicle owner with respect to the condition of the motor vehicle after the storage period must be made within one hour of Motorbike Trip returning the vehicle to the vehicle owner. The vehicle owner releases and forever holds harmless Motorbike Trip for any claims not notified to Motorbike Trip in that time.

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Online www.we-rent-motorcycles.com



10. Access

10.1 Motorbike Trip reserves the right to impose conditions as to the time and manner of access to the motor vehicle by the vehicle owner or any person authorised by the vehicle owner and is not obliged to provide access to the motor vehicle or to permit its removal from the premises unless Motorbike Trip is satisfied that the person or persons seeking access to the motor vehicle are properly authorised by the vehicle owner.

10.2 Motorbike Trip shall be entitled to refuse access to the motor vehicle and to prevent its removal where the vehicle owner owes moneys to Motorbike Trip or if Motorbike Trip exercises its lien pursuant to clause 5.

10.3 The vehicle owner must pay Motorbike Trip the applicable storage fee for any period that Motorbike Trip retains possession of the motor vehicle as a consequence of the exercise of the lien referred to in clause 5 and that lien shall extend over any storage fee charged pursuant to this clause.

11. Termination

11.1 Motorbike Trip or the vehicle owner may terminate this agreement at any time by giving the vehicle owner 1 day's written notice.

11.2 Upon termination of this agreement (whether by termination under this clause or otherwise) the vehicle owner must immediately remove the motor vehicle from the storage area and pay all outstanding storage fees and other money payable to Motorbike Trip pursuant to this agreement. For the purpose of this provision, storage fees will continue to accrue from the date of termination until the date of removal.

11.3 The expiry of this agreement (whether by termination under this clause or otherwise) shall not prejudice or effect any rights or remedies available to Motorbike Trip under this agreement.

11.4 Transfer of title in the motor vehicle (whether by sales or otherwise) will not terminate this agreement and the vehicle owner remains liable under this agreement until this agreement is discharged or Motorbike Trip enters an agreement with the new vehicle owner.

12. General Conditions

The vehicle owner:

(a) Must only use the storage facility of Motorbike Trip for storage of the motor vehicle and may not store in or with the motor vehicle any goods that are hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or that are a risk to property or person (except to the extent that the goods of such nature are ordinarily found in motor vehicles and cannot be reasonably removed from the motor vehicle).

(b) Must comply with all reasonable directions given to the vehicle owner by Motorbike Trip's employees charged with the administration of the storage area.

13. Motorbike Trip, its Employees and Agents

The vehicle owner authorises Motorbike Trip as its agent to drive the motor vehicle where necessary, including but not limited to, between Motorbike Trip's office and the storage area or other premises and driving the vehicle to any premises where mechanical repairs will be carried out. This authorisation extends to Motorbike Trip, its employees and its agents.

14. Personal Information

Motorbike Trip will hold and use some of the vehicle owner's personal information in order to perform this contract with the vehicle owner. From time to time, Motorbike Trip may make the vehicle owner'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.

15. Governing Law

Court of jurisdiction is France.

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