



# General terms and conditions for renting all-terrain scooter

## Article 1: Purpose of the contract

Rental for an outing on a ZOSH all-terrain electric scooter with its personal protective equipment and accessories by the sole proprietorship Claire CHABRUX - O cœur des vignes, represented by Claire CHABRUX hereinafter referred to as "the lessor" and a natural or legal person, hereinafter referred to as "the lessee"

## Article 2: Equipment of electric scooters

All ZOSH scooters come with helmets. Some scooters can be equipped with seats, luggage racks, smartphone holders, panniers, and locks.

## Article 3: Entry into force, provision and retrieval

- The rental period begins when the renter takes possession of the equipment and accessories provided. Risk of loss or damage will be transferred upon delivery of the equipment and accessories to the renter, who will assume full responsibility for their safekeeping and agrees to use them diligently in all circumstances.
- This contract is valid only for the duration of the rental.
- The renter acknowledges having received the accessories and the vehicle in good working order. The tires, brakes, and suspension are in good condition.
- The renter is responsible for any damage, other than normal wear and tear, to the vehicle resulting from the use of unsuitable roads, impacts caused by the renter, or any other cause beyond the control of the Lessor.

## Article 4: Payment and methods of payment for the service

- The full cost of the service is payable by the renter(s) before the start of the ride.
- Accepted payment methods are: bank transfer, cash, and credit card.

## Article 5: Cancellation Conditions

- Cancellation by the lessor: The lessor reserves the right to cancel or postpone for safety reasons or in cases of force majeure. For example, in the event of dangerous weather conditions (orange or red alert issued by Météo France), the service may be postponed or canceled with a full refund, according to the tenant's choice.
- Cancellation by the tenant: In the event of cancellation by the tenant, the deposit paid will not be refunded except in cases of duly justified force majeure.

## Article 6: Use

- The renter certifies that they are in good health and fit to ride an electric scooter without any medical contraindications.
- This activity is prohibited for pregnant women.
- Scooter rentals are for ages 14 and up. All minors must be accompanied by a responsible adult.
- This activity is prohibited for individuals with balance problems (inner ear) or mobility issues.
- By mutual agreement, the renter is strictly prohibited from attempting to repair the equipment in case of malfunction without the lessor's consent.
- The renter agrees to use the rented ZOSH scooter carefully and safely, without endangering themselves or others.
- In case of theft, the renter must immediately notify the lessor, file a police report, and provide a copy of the report. The scooter must be locked with our locks or kept under supervision.

## Article 7: Security and Insurance

- All participants acknowledge that the activities offered by El Claire CHABRUX involve risks of falls, which may result in injury, and they accept all consequences thereof. El Claire CHABRUX cannot be held responsible for accidents that may occur during the activity. No legal action may be taken by participants or their legal representatives. Participants agree to follow the instructions, recommendations, and safety guidelines given by the instructor. Furthermore, in the event of failure to follow instructions or intentional damage, all repair costs will be borne by the participant according to the current prices of spare parts (available on the manufacturer's website, Zosh). Participants are required to have their own personal liability insurance. Any incident or accident remains their responsibility. In the event of an accident, damage to others, property, or third parties, for reasons attributable to El Claire CHABRUX, its liability is limited exclusively to the coverage provided by its insurance company. El Claire CHABRUX declines all responsibility in the event of theft, personal injury, or property damage. No claims or legal action will be taken against El Claire CHABRUX.
- In the event of theft by the tenant, misappropriation or any damage resulting from failure to comply with the rules of use or the terms of this contract, the lessor is entitled to take legal action for the full amount of the damage. The renter is personally responsible for any traffic violations and is always liable for any bodily injury or property damage they cause. They will have to pay any fines.
- The tenant is responsible for their personal belongings in case of damage or loss (mobile phone, glasses, clothing, etc.).

## Article 8: Penalties for non-compliance with the rules

- The renter agrees not to grant any rights, real or otherwise, to the ZOSH scooter and rented accessories to any third party.
- For any breach of these commitments, the rental company is authorized to issue a formal notice to the renter and demand the immediate return of the vehicle.
- The rental company may, at any time, terminate the ride for any renter who fails to comply with the operating instructions, designated routes, or safety rules, without refund.
- The renter must not be under the influence of drugs or alcohol that could impair the operation of the rented vehicle, under penalty of being excluded from the activity.