

General conditions of sale : Equipment Rental

These "General Terms and Conditions" apply to the rental of outdoor equipment granted by "AZPIC", a commercial structure owned by SAS Albarine Aventures, a simplified joint stock company with a capital of €1,000, registered in the Commercial and Companies Register under the number SIRET: 942,583,311,00017 (intra-Community VAT: FR28942583311) and domiciled at 381 rue du 6 et 7 February 1944, 01230 Evosges. Contactable via: info@guides-bugey.com, 0768809069 or on www.azpic.fr, hereinafter "The Renter" for the benefit of any natural or legal person, hereinafter "Customer(s)",

The rental of outdoor equipment of the PPE type (Personal Protective Equipment) or any other equipment related to the practice of a sporting activity carried out by the Customer with the Renter implies the knowledge and the pure and simple acceptance of these general conditions of sale.

Article 1 - Detailed subject matter

The purpose of these general conditions is to define the rights and obligations of the parties in the context of the rental of via ferrata kits (partial or complete), equipment related to the practice of climbing or canyoning (including PPE), as well as any equipment related to the practice of mountain biking, hiking, bivouacs and caving. This rental is made by the Renter to any person having the legal capacity to contract, hereinafter referred to as "the Customer", whether he is a consumer or a professional within the meaning of the Consumer Code.

Article 2 - Content and scope

These general conditions of sale apply automatically to all equipment rental services offered by the Renter. They apply to sales made by all distribution and marketing channels. Any rental implies unconditional adherence to these general conditions of sale which prevail over all other conditions, except those which have been expressly accepted by the Lessor and appear on the booking contract and/or quote signed.

The Customer declares to have read these general conditions of sale and to have accepted them before his reservation and the conclusion of the contract and/or quote signed.

These general conditions apply only to the abovementioned rental services, excluding any other transport, accommodation, food or activity services.

Prior to the conclusion of the contract and/or quote signed, the Customer acknowledges having been informed, in a legible and comprehensible manner, of these general and specific conditions of sale and of all the information listed in Article L. 221-5 of the Consumer Code when he is a consumer.

The contract is composed of two parts applicable in case of contradictions in the following order: the individual agreements between the Guides Office and the client, and these general conditions.

Article 2 - Reservation

The service is effective as soon as the parties (the renter and the Customer(s)) have agreed on the main characteristics and the price of the service. It may initially be an oral agreement, or written in the form of a quotation, but it must be supplemented by an official rental contract signed at the latest the same day of the service and in any case, before the performance of the service.

The rental contract is concluded as soon as the Customer pays in full for the services before the rental.

The price of the services is announced in euros, all taxes included (TTC). It may be expressed as a flat rate in the case of groups and may be calculated as a function of the number of participants. The prices of the services are presented on the website, on the catalog of activities available at the reception, but also on the estimates where applicable. Prices include the availability of the equipment concerned, subject to availability.

Article 3 - Amendment and termination of the contract

Any unused service, started late, abbreviated because of the Customer will not be entitled to any refund. The Renter agrees with the Customer only on the services sold.

Any modification must be accepted in writing and expressly by the Lessor. The change may be subject to additional pricing that will be announced to the Customer prior to the change.

In the case of a Group reservation, if the number of Group members is lower than the number of members expected when the number of participants is confirmed, the entire rate of the Group initially planned will remain applicable (100%). In the event that the Group appears in greater numbers, the Renter is entitled to refuse unscheduled participants. If the Client refuses to reduce the size of the group to the size agreed upon at the confirmation of the number of participants, the Renter may refuse to perform the service and the contract will be broken to the exclusive fault of the Client, without any refund being made, and the entire price of the service will be due and no refund will be made.

The Customer has the possibility to terminate the contract at any time before the start of the service. For this termination to be valid, it must inform the Renter by email or by post.

The cancelation date is the date the Lessor receives the Customer's cancelation request.

Weather conditions do not constitute force majeure (except for local orange or red weather alert during the performance).

Article 4 - Liability

The Renter is insured in Professional Civil Liability for the services sold.

Each participant must be covered by civil liability insurance (and preferably by an individual accident) with the insurance of his choice for the practice of the sports concerned.

In the case of a rental not supervised by an instructor, the Customer undertakes that he and all the participants accompanying him have sufficient knowledge and technical skills to practice this sporting activity. The Client and the participants practice in this case under their sole responsibility and at their own risk, the Lessor not being responsible.

Each participant is aware, given the specific nature of outdoor activities, that it may run certain risks due to remoteness, isolation and the specific nature of the environment (in particular rivers, cliffs, trails, etc.). He assumes them in full knowledge of the facts and he must comply with the rules of prudence and safety, follow the advice given in particular by the Renter and the professionals.

Bivouacs (night stop site, lay-out, lights, etc.) are chosen and carried out under the responsibility of the Customer. The Landlord cannot be held responsible for the facts, gestures of the customer and deterioration of the environment. Customer will be required to comply with local regulations

The Renter shall not be liable for any loss, theft (including in vehicles) or breakage of objects (e.g. glasses, cameras, mobile phones, etc.) that participants may bring with them during the performance and which may occur during the performance.

For aquatic activities, mobile phones, cameras and all water-sensitive equipment or objects shall be protected by a suitable waterproof cover provided by the participant. The Renter does not guarantee the tightness of the jerry cans and cannot be held responsible if the contents of the jerry cans have to take on water and be damaged.

In the event of theft or damage to the loaned equipment, the Customer may be asked for compensation related to the damage or a partial or total refund of the equipment (see article 6 of these GCS).

Article 5 - Security deposit

The Renter may request a security deposit at the time of booking, the amount of which is indicated on the quotation and/or rental contract and/or the description of the services and/or in these General Conditions of Sale.

All or part of this security deposit may be kept in case of damage to the equipment when it was under the responsibility of the Customer (without prejudice to the possibility to request additional compensation corresponding to the total amount of the damage actually suffered).

Article 6 - Terms of payment

The Customer guarantees to the Renter that he has the necessary authorizations to use the payment method chosen by him, when validating the contract and/or signing the quote.

The Renter reserves the right to suspend any booking management and any performance of the services in case of refusal of authorization of payment by credit card on the part of officially accredited bodies or in case of non-payment of any sum due under the contract.

The payments made by the Customer will only be considered as final after the actual collection of the sums due by the Lessor.

The Customer has several means of payment offering optimal security among the following:

- Credit or private credit card (credit card, Visa card, Eurocard/Mastercard)
- Cash
- Transfer (possible transfer costs to be borne by the Customer)
- ANCV Holiday Checks

On the day of performance of the service, a bank check serving as security deposit may be requested by the Renter from the Customer. The amount of this check will be adapted to the value of the equipment rented and will be returned immediately to the customer after the service, if however the equipment is returned in good condition, as provided for in Article 8 of these GCS.

If the customer does not have a checkbook, an identity document may be requested by the Renter. It will then be scanned or preserved for the duration of the service, according to the Customer's wishes.

Article 7 - Equipment

The equipment rented, hereinafter "the Equipment" includes what is indicated in the description of the services and requires a greater knowledge of the Client on the activity in question in order to know his needs and the equipment that he will need to obtain from the Renter in order to evolve safely during his practice.

The Equipment provided is deemed to be in good working order and in compliance with the regulations at the time it is entrusted to the Customer. It is audited before and after each performance and incorporates an annual PPE verification scheme into the standards according to the regulations related to the Order of March 19, 1993.

The Customer carries out with the Renter an inspection of the equipment before the signature of the rental contract which proves that the equipment entrusted to him is in good condition. If the Customer considers that a piece of equipment has undergone wear and tear without adversely affecting its serviceability, the Customer may describe such wear and tear on the lease agreement.

The Customer undertakes to contact the Renter immediately as soon as he notices a hidden defect. This statement is valid only if the equipment has not been previously used by the Customer. In this case, the Renter undertakes to replace the defective Equipment without obligation for the Renter to compensate the customer for any damage suffered.

The rental confirmation transfers custody of the rented Equipment to the Customer for the entire duration of the rental. The rental begins at the moment of delivery of the equipment by the Renter and ends at the moment of the return of the equipment by the Client to the Renter in accordance with the contract.

The Customer undertakes to take care of the equipment rented and to return it in the same condition as when it was handed over by the Renter at the beginning of the service.

In the event of damage or theft of the Equipment, the Customer undertakes to reimburse all damages in value to new. If applicable, the Renter undertakes to provide official proof of the market value of the equipment concerned to the Customer

Article 8 - Obligations of the Customer

The Customer is committed for himself and for all the participants he represents:

to comply with the safety instructions as defined in Article 10 - Safety of these General Conditions of Sale and recalled by the team of the Renter during the safety briefing of the service;

to return all the Materials covered by this service to the Lessor in their original condition;

have entered into a civil liability and private life contract valid at the date of delivery;

have no physical or mental contraindications to the practice of the activity;

refrain from aquatic activities with children under 6 years of age;

all participants under 18 years of age are accompanied by an adult and know their civil and criminal liability as a minor's accompanying person.

refrain from leaving equipment and trash on the route;

refrain from entering private properties and nature reserves along the route which are not expressly authorized for access;

All participants grant an assignment of right to the image in accordance with Article 12, and more generally to respect the safety instructions set out in Article 10 of these General Conditions of Sale and recalled by the Renter or his teams.

Article 9 - Security

The Client and the participants undertake to comply with the federal recommendations for the practice of hiking, climbing, via ferrata and canyoning activities.

Part of its recommendations and additional instructions will be recalled by the Renter's team when presenting the material at the beginning of the service.

Children under 18 years of age who are not accompanied by an adult cannot rent equipment.

Minors under the age of 18 remain under the responsibility of their parents or legal guardians.

Article 10 - Insurance and Litigation

The Renter has professional liability insurance covering his activity.

The Customer undertakes to hold and be up to date with its liability insurance to cover any damage it may cause.

These general conditions are subject to the application of French law. The application of French law cannot, however, deprive the Consumer Customer of the mandatory provisions of his country of residence. The same applies to substantive rules as to formal rules.

In accordance with Articles L.616-1 and R.616-1 of the Consumer Code, the Landlord has set up a consumer mediation system. The selected mediation entity is CNPM Mediation with Member No. CNPM51231.

In the event that the service has been purchased online by the Customer, the Customer shall be informed that it has the option, in accordance with Article 14.1 of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013, to lodge a complaint and to select a dispute resolution body on the following website:

<https://ec.europa.eu/consumers/odr/main/?event=main.consumer.rights#inline-nav-2>

It is expressly agreed that the data contained in the information systems of the Renter have the force of evidence regarding orders, requests, and any other element relating to the use of the Site. They may be validly produced, in particular in court, as evidence in the same way as any written document.

Article 11 - Protection of personal data

As part of its equipment rental business, The Renter implements and operates processing of personal data relating to Clients and Beneficiaries.

In this regard, the Landlord collects the following personal data: first name, surname, civility, postal address, email address, telephone number, particularities noted in the contract, payment methods.

The collection of this personal data is essential for the contractual performance and in case of refusal to communicate it, the Client is exposed to difficulties in performing the service which cannot give rise to the commitment of the responsibility of the Renter.

These personal data are collected for the exclusive purpose of ensuring the management of the Customer of the Renter in the context of the conclusion of the contract and its execution, on the basis of the consent of the Customer. They are used only for the purposes to which the Customer has consented.

More specifically, the aims are to:

- Identification of persons using and/or reserving benefits
- Formalization of the contractual relationship
- Performance of the services reserved at the Renter
- Contract management and booking (including canoe allocation, travel management)
- Accounting including managing customer accounts and tracking customer relationships
- Processing Customer Management Operations
- Commercial communications and prospecting, animation.

The persons authorized to access the data collected within the Renter are the following: the employees of the Renter and its partners intervening on the services requested by the Client, and where appropriate, the sub-contractors of the Renter participating in the realization and/or administration of the services and being led to intervene in this capacity on the treatments, it being specified that in such case, whether partners or subcontractors, this is done in compliance with the regulations in force.

These personal data collected are kept for the legal retention period relating to the purpose of the processing and for no more than 5 years.

The personal data relating to the Customer's credit card are kept exclusively within the period necessary for the completion of the transaction.

The personal data relating to a prospect who does not conclude a booking contract with Le Loueur are kept for a period of 3 years from their collection

The personal data necessary for the dispatch of the newsletter are retained all the time the Customer does not unsubscribe, when a newsletter is offered.

The Landlord implements organizational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Renter cannot guarantee the security of the transmission or storage of information on the Internet.

In accordance with the applicable regulations on personal data, each user has the right to query, access, modify, oppose and rectify, for legitimate reasons, the collection and processing of his personal data. It is possible to request that this data be rectified, completed, clarified, updated or erased.

These rights may be exercised by writing a signed letter to the data controller, on behalf of the data controller and by sending a copy of your identity document with your request.

The Renter has appointed a Data Protection Officer (DPO): Eric Chaxel via info@azpic.fr, on 07 68 80 90 69 or at AZPIC's postal address.

At any time, the Client may lodge a complaint with the CNIL according to the terms indicated on its website (<https://www.cnil.fr>).

The Lessor reserves the right to make any changes to this clause relating to the protection of personal data at any time. If a change is made to this personal data protection clause, The Lessor undertakes to publish the new version on its website, and will also inform users of the change by email at least 15 days before the effective date.

You may register on the no-call list at the following website: <http://www.bloctel.gouv.fr/>