

General rental conditions for YADEA electric scooters : August 2021

- **Article 1 - Object of the contract:**

The rental of a YADEA electric scooter, equipped with the basic equipment provided by COCORENT®, hereinafter referred to as "the rental company". The scooter and its basic equipment rented under these terms, taken alone or collectively, are designated, "Rented goods". The lessor reserves the right to assess the capacity and aptitude of the customer to use a scooter as part of the rental service. The customer, hereinafter referred to as "the tenant", declares to be fit for cycling and to have no medical contraindication. He also declares to be covered by civil liability insurance. The tenant accepts this offer without reservations and undertakes to comply with the contractual provisions of this contract.

- **Article 2 - Cycle equipment:**

All rented scooters have basic equipment consisting of the following accessories: electric assistance system (motor, battery and console), anti-theft device and helmet on request (backpack and gloves optional). All our equipment is cleaned and disinfected between each use.

- **Article 3 - Conditions of use:**

3.1 - The rental operates the transfer of legal custody of the equipment to the tenant. The tenant releases the lessor from all responsibilities arising from the use of the rented equipment and any suggested routes, in particular with regard to accidents and damage caused to third parties. The lessee assumes full responsibility for the equipment as soon as it is taken over from COCORENT®. He is solely responsible for any damage caused to the material or due to the material.

3.2 - All minors must be accompanied by a responsible adult.

3.3 - The tenant agrees to use the rented goods himself. The loan or sublet of the rented goods is strictly prohibited.

3.4 - The rented equipment is deemed to be in good working order and complies with the legislation in force at the time of the rental. The equipment is fixed according to safety standards.

3.5 - If the tenant notices a technical failure of the equipment during the rental, or in the event of a claim, the tenant must contact the lessor as soon as possible. The tenant refrains from intervening on the rented goods in the event of a breakdown without the agreement of the lessor. The tenant must return the damaged equipment to the lessor on its premises. The latter will proceed with the repair. Excluding cover screws or normal wear, the equipment will be billed to the tenant at the current rate. In the event of technical failure of the equipment during the rental, the lessee may in no case claim damages from the lessor.

3.6 - The lessor also gives himself the right to charge 15 euros for the cleaning of each of the rented goods.

3.7 - The tenant agrees to respect the highway code. If the tenant during his rental contravenes the laws and regulations in force, the lessor can in no way be held responsible. Wearing a helmet by the tenant is strongly recommended by the landlord. The tenant acknowledges that the lessor has offered him a helmet on loan.

3.8 - When parking the rented property, it is mandatory for the tenant to install the anti-theft device. In addition, the tenant agrees to attach the frame of his rental property to a fixed and solid support (barrier).

3.9 - The tenant agrees to use the rented property with due care. He is the custodian of the rented goods and remains responsible for their use both with regard to the rented goods themselves and with regard to third parties. The tenant agrees to use the equipment with care and within the limits of his abilities. Urban environments, pavements and slightly uneven paths. Luggage rack: Their use is strictly limited to carrying non-bulky items not exceeding 22 kg in weight, including the bag accessory.

3.10 - In order to take out a rental contract, the user must present proof of identity (identity card, driver's license or passport).

3.11 - In the event of theft of equipment, the tenant must immediately notify the lessor, file a complaint with the competent authorities and provide a photocopy of the complaint and inform his own insurance. The deposit will be cashed.

3.12 - The lessee undertakes not to use the vehicle under the influence of an alcoholic state or under the influence of drugs or any other substance affecting his consciousness or his ability to react (drugs, specific treatments etc.)

- **Article 4 - Effective date, provision and return:**

4.1 Effective date: The rental takes effect when the lessee takes possession of the equipment and accessories delivered to him. The risks will be transferred when the equipment and accessories are handed over to the lessee who will assume custody of them under his full responsibility. This contract is only in effect for the duration of the rental. If the lessee keeps the equipment beyond this period without having regularized his situation, he loses the benefit of all the guarantees provided for in the contract. The lessee acknowledges having received the leased property in good working order with basic equipment. He declares that he personally had the attitude to check the equipment and choose it according to his needs and level of practice.

4.2 Provision of the vehicle: the condition of the rented property is determined contradictorily by the parties at the time of departure and return. Any reservation on the condition of the rented property or the presence of accessories must be made in writing on the vehicle condition sheet upon departure. As soon as the leased property is made available, the tenant becomes responsible for it under the terms set out in Article 1384 of the Civil Code. The rented property must be returned to the return agency set out in the "rental contract". Only the signing of the return report upon return of the rental by the agency representative terminates the "rental contract". Without this signature, the tenant remains responsible for the rented property and any damage, theft, attempted theft and possible vandalism.

If the keys, papers of the rented property as well as the accessories supplied, are not returned at the end of the rental, they continue to run until the tenant produces an official certificate of loss. The cost of replacing keys and accessories will then be billed to the tenant. In accordance with article 1984 of the Civil Code, during the rental, the tenant agrees to drive in compliance with the highway code and French legal regulations as well as those in force in neighboring countries. The tenant is responsible for the reports drawn up against him. If the lessor receives a report or a request for information by the public prosecutor, the designated tenant will be denounced and 40 euros including tax of administrative costs will be billed to the tenant. The rental is granted for a fixed period, indicated in the "rental contract". Any exceeding of the date or time indicated in the "rental agreement" automatically results in the invoicing of an additional day, the amount of which is indicated on the "rental agreement". Any day started is due. For an overrun of several days, invoicing will correspond to the number of additional days completed, multiplied by the daily rate. Without return within 24 hours of the scheduled date and, except with the prior written consent of the lessor, the lessee risks legal action for misappropriation of the leased property and breach of trust. The tenant can ask the lessor for an extension of the rental. If the lessor accepts it, the lessee will be billed according to the rates in force. The lessor reserves the right to refuse this request for an extension without compensation for the lessee and with the obligation for the latter to return the leased property on the date initially provided for in the rental contract. The lessor reserves the right to terminate the rental immediately and automatically, without being liable for compensation, in the event that the tenant has not complied with all the obligations of these general rental conditions. The tenant, in case of return before the scheduled end date of the "rental contract", will not be able to claim any reimbursement.

- **Article 5 - Payments::**

The entire service is paid for by the tenant under the following conditions: - at the time of conclusion of the contract in the event of immediate availability of the rented goods or at the time of the order in the event of an internet or telephone reservation. Payment methods accepted are by credit card or cash. In all cases the deposit is taken at the time of the provision of the rented goods.

- **Article 6 - Deposit:**

When the rented goods are made available, the tenant pays a deposit, the amount of which is specified in the rental contract. This deposit is not cashed during the rental period. When the rented goods are returned, the deposit is returned to the tenant. The tenant authorizes the lessor to deduct from the deposit the sums due: - for the franchise, - for repair of damage and theft, the costs of which are fixed below: "list of damaged parts". - or as compensation for late return of the Rented Goods. It is expressly agreed that the amount of the deposit can in no way constitute a limit of the guarantee, the lessor retaining, if necessary, the right to sue the lessee in order to obtain full compensation for his damage.

- **Article 7 - Liability - Damage to rented goods - Theft:**

The tenant releases COCORENT® from any liability arising from the use of the Rented Goods, in particular with regard to the bodily, material and immaterial consequences of accidents of all kinds. The tenant declares to be the holder of a personal insurance in civil liability which guarantees the liability incurred during the use of the Rented Goods both by himself, the persons in his care as well as his employees. The tenant does not benefit from any cover for damage or theft undergone by the Rented Goods and is personally liable for such damage, breakage and theft. The damage undergone by the Rented Goods, the theft or the loss of the Rented Goods will be invoiced to the tenant according to the tariff in force fixed hereafter "nomenclature of degraded rooms".

- **Article 8 - Interpretation:**

If one of the provisions of these "General conditions for electric scooter rental" is recognized as null, illegal or unenforceable under applicable law, this provision will be deemed not to form part of these "General conditions for electric scooter rental". However, the rest of the provisions of these "General conditions for electrically assisted bicycle rental" will remain applicable and in full effect.

- **Article 9 - Jurisdiction:**

By express agreement and subject to the legislation in force, the Commercial Court on which depends the registered office of the lessor will be the only competent to recognize any dispute relating to this contract concluded. The lessor may however waive the benefit of this jurisdiction clause which is stipulated in its favor. In this case, the disputes will be brought before the territorially competent courts according to common law.

- **Article 10 - Information technology and freedoms:**

Nominative information concerning natural persons will be the subject of communication to the National Commission for Informatics and Freedoms and will be used only for the needs of administrative management or own commercial actions or to meet legal or regulatory obligations. They may give rise to the exercise of the right of access and rectification under the conditions provided for by law 78-17 relating to data processing, files and freedoms, of January 6, 1978. To exercise this right, write to following address: direction@cocorent.fr