

#### Art.1- Field of application

The current rental and use conditions are applicable to the whole rental service of short/medium/long duration, operated by Keolis Amiens, under the Buscyclette name.

#### Art.2- Object

These regulations define the conditions under which clients can rent and use the Buscyclette service. It specifies their rights and duties.

#### Art.3- Description of the Buscyclette service

The Buscyclette service is a rental service for a duration that could go from a day to a year. The bicycles, trailers, and delivery tricycles are to be withdrawn and returned at the commercial agency, located within the SNCF train station, 47 place Alphonse Fiquet – niveau inférieur, 80 000 Amiens.

#### Art.4-Buscyclette service clients

**4.1.** The Buscyclette rental service is intended for all persons who declare themselves fit to ride a bicycle and have no medical contraindications. The staff of Keolis Amiens reserves the right to assess the ability of users to use a bicycle as part of the Buscyclette rental service.

**4.2.** Only persons of legal age may freely enter into a rental agreement, minors must be accompanied by a legal representative of legal age.

**4.3.** Legal entities located on the territory of the Amiens Métropole agglomeration community can also access the Buscyclette service by signing a Mobility Pack with Keolis Amiens.

#### Art.5- Terms and conditions related to the Buscyclette service

**5.1.** To access the Buscyclette service, the client must live in Amiens Métropole (except for schoolchildren and students) and provide proof of address less than 3 months old. They must sign a rental contract.

**5.2.** For a Buscyclette rental contract subscription, the client must :  
- Identify himself (name, first name, address, date of birth, phone number, etc.).  
- Provide identification.  
- Choose the rental period, type of bicycle, and, if applicable, the accessories desired.

**5.3.** Payment and security deposit. The client must :  
- Pay the full amount of his rental in accordance with the rates in effect at the time of signing the rental contract.  
- Provide a security deposit in accordance with the rates in effect at the time of signing the rental agreement. The security deposit may be withheld in part or in full under the conditions set forth in this document.

**5.4.** Bicycle fleet. Keolis Amiens will only rent a bicycle within the limits of the available bicycles. Bicycles are reserved and rented in the order in which they are received and processed.

Types of bicycles offered : city bicycles, folding bicycles, mountain bicycles, children's bicycles, adapted bicycles, tandems, trailers, electrically assisted bicycles, and three-wheelers with or without electric assistance.

**5.5.** General terms and conditions. The signature of the rental contract is possible only after acceptance of the present general conditions of rental and use of the Buscyclette service. At any time, Keolis Amiens reserves the right to ask the client to come and present the bicycle at the agency.

**5.6.** Renewal of membership. The rental agreement is concluded for a definite period. Any tacit renewal is expressly excluded.

The maximum rental period is one year.

At the end of the rental contract, the bicycle must be returned to the Buscyclette agency in case of non-renewal.

In case of renewal, a new rental contract can be concluded, subject to the availability of the bicycle. Depending on the model of the bicycle, the renewal of the contract is limited to one month for trailers ; one year for twin and extended bicycles with or without electric assistance ; two years for classic bicycles and electric-assist bicycles.

Schoolchildren and students are not limited in time for the rental of classic bicycles. Keolis Amiens reserves the right to refuse to issue a new rental contract, particularly in the case of damage to the bicycle, non-payment of sums due, or any other prejudicial behavior.

#### Art. 6- Pricing and payment

**6.1.** Fares are indicated in euros ( including VAT) in the fare schedule available in the Ametis store, the Buscyclette agency, and on the website [www.buscyclette.fr](http://www.buscyclette.fr) and may be revised in accordance with the decision taken by Amiens Métropole regarding fares.

**6.2.** The amount of the rental contract is non-refundable, whatever the reason.

**6.3.** Full fare contracts must be paid in cash in a single installment by check, debit card or cash. Direct debit in 12 monthly installments can be envisaged for city and mountain bicycles, electric or autonomous bicycles, over €100, subject to acceptance of the file by Keolis Amiens. The first monthly payment is due when the subscription is taken out.

**6.4.** Payment by SEPA direct debit

The SEPA direct debit is a payment at the initiative of Keolis Amiens on the basis of a prior authorization given by the debtor, materialized by a mandate. This mandate, signed by the client, authorizes Keolis Amiens to issue SEPA direct debit orders to its bank. It is characterized by a « Unique Mandate Reference (RUM) » that appears on the document. This authorization can be used for one-off or recurring payments. The direct debit request must be made before the 15<sup>th</sup> of the month preceding the subscription . Each monthly payment is taken on the 5<sup>th</sup> of each month for 11 months (the first cash payment).

When subscribing to a subscription, the client must complete and sign a mandate, then attach a bank identification statement showing his bank details (IBAN/BIC). He must keep the RUM and ICS references appearing on the mandate.

It is the client's responsibility, to provide accurate and complete information when concluding a subscription and signing a mandate, and to inform Keolis Amiens as soon as possible of any change in said information during the course of the contract, via the Subscription Management Service, Keolis Amiens – 9, rue Paul-Émile Victor - 80 136 RIVERY.

Any new mandate with a bank account number must be communicated before the 20<sup>th</sup> of the month in order to be taken into account for the next debit. In case of non-compliance with this obligation, the client will not be able to rely on the non-receipt of information and/or notification sent by Keolis Amiens in case of dispute.

Keolis Amiens will notify the client, by any means (mail, SMS, or email), at least 5 calendar days before the date of his first direct debit with his bank, within 8 weeks from the date of debit of his account, and within 13 months from the date of debit of his account, of an unauthorized direct debit . In case of unjustified dispute, Keolis Amiens reserves the right to invoice the customer for management fees.

In case of modification or revocation of the mandate, the client must send a letter with an acknowledgement of receipt to AMETIS - Centre d'exploitation et de maintenance - Service Gestion des abonnements - 9 rue Paul-Émile Victor – 80136 Rivery.

Any request to revoke the mandate must be accompanied by the designation of

another valid means of payment.

**6.5.** Also by direct debit : in the case of unpaid bills, the payer is registered on a restriction list, and a reminder will be sent to regularize the situation within 7 days. In the case of non-regularization before the 30<sup>th</sup> of each month, KEOLIS AMIENS reserves the right to terminate the rental contract and to take legal action to recover the rented equipment.

**6.6.** The deposit. The deposit is set at 20€ for child seats ; 150€ for classic, folding, and mountain bicycles ; 300€ for two-wheelers, extended bicycles, and non-electric trailers ; 500€ for electrically-assisted bicycles ; 800€ for two-wheelers and extended bicycles with electric assistance.

The security deposit must be deposited by any means capable of verifying by the signature of the contract.

The payment of the deposit is possible by credit card or SEPA direct debit mandate for «day» rentals and only by SEPA direct debit mandate for «long-term» rentals (month and year).

**6.7.** Use of the security deposit. In the case of damage to the rented bicycle and/or accessories, the client shall bear the amount corresponding to the damage taken by the bicycle and/or accessories during the rental period. Keolis Amiens will invoice the amounts on the basis of the price of the repairs made. In the case of non-payments, Keolis Amiens will proceed to collect the security deposit to cover the cost of the damage. In the case of the non-return of the bicycle and/or the accessories left behind, Keolis Amiens will proceed as described in Article 7.4.

#### Art.7- Conditions for the return of a bicycle/accessories

**7.1.** Withdrawal of bicycles and accessories. To pick up a bicycle and the desired accessories, the client must go to the Buscyclette agency. He/she shall return the duly signed subscription form, pay the amount due for the rental, and pay the security deposit according to the procedures defined in Article 6. An inventory sheet is drawn up jointly by Keolis Amiens and the client when the bicycle is returned. This form concerns the bicycle as well as the accessories.

**7.2.** Maintenance.

The client must have his bicycle serviced by the Buscyclette team every 6 months, i.e. mid-contract and when renewing his rental contract.

The client is responsible for the maintenance of the bicycle and undertakes to carry out or have carried out any repairs in accordance with the rules of the trade. The client also agrees not to modify, add, or remove any equipment from the bicycle.

**7.3.** Theft or damage.

In the case of loss or theft, the client must file a complaint with the police or gendarmerie, specifying the bicycle number.

He must declare the theft without delay to the police and to Keolis Amiens by sending a copy of the complaint to the Buscyclette Agency. In the event of non-transmission of these documents, Keolis Amiens reserves the right to take legal action.

In any case, Keolis Amiens will collect the security deposit and will continue to collect the direct debits due until the end of the current contract, even in the case of non-reallocation of rented equipment case.

**7.4.** Return of the bicycle.

Keolis Amiens will contact the client a few days before the end date of the contract. In the case of a lack of contact details (erroneous, invalid, etc.) or of non-communication of these, Keolis Amiens will not be able to alert the client. With the date of the end of the contract being on the rental contract as well as the contact details registered in the client file, Keolis Amiens will not be held responsible.

The client returns the bicycle and accessories on the last day of the rental period to the Buscyclette agency during its opening hours.

An inventory of fixtures is established between Keolis Amiens and the client upon return of the bicycle and specifies the elements constituting abnormal wear, at the expense of the client. The equipment must be returned clean, if necessary, a maintenance fee may be applied.

In those cases, if an invoice is immediately established, it will have to be paid immediately by the client, which will allow the return of the security deposit. In the case of the bicycle's late return, a late penalty of €10 per calendar day will be applied. In the case of the bicycle's non-return on the date stipulated in the rental contract Keolis Amiens will immediately initiate legal proceedings and collect the full amount of the security deposit.

In the case of regularization, this deposit will be returned within a minimum period of 3 weeks.

**7.5.** Termination of contract.

The rental agreement cannot be terminated. In case of early return of the rented equipment, the client will not be able to benefit from any refund.

#### Art. 8- Client's obligations

**8.1.** The bicycle and accessories remain the exclusive property of Amiens Métropole for the duration of the rental period. The Customer is authorized to use the bicycle for private and reasonable use, which excludes in particular :

- Any use in connection with illegal, immoral or contrary activity good morals;
- Any use that could endanger the Client or third parties, in particular under the influence of alcohol or drugs;
- Transportation in the front basket of the bicycle of a load greater than 5 kg or a bulky object;
- Any dismantling or attempted dismantling of all or part of the Bicycle;
- Any act or attempt to force, pick, modify the Bicycle in any way;
- And more generally, any abnormal use of the bike incurring annual repair costs in excess of €200 incl. tax. "

**8.2.** The rental operates the transfer of legal custody of the bicycle and engages the client's «civil liability» insurance in the case of loss or theft and for all damage that he or she may cause during the use and possession of the bicycle until the bicycle is returned to the agency.

**8.3.** The client is not allowed to sublet the bicycle to a third party and/or to carry any passenger with the exception of a small child (max. 22kg) on the condition that the child is installed on an adapted seat provided by the hirer. It is brought to the attention of the client by the fact that the baskets are only reserved for the transport of non-bulky objects.

**8.4.** The client can use the bicycle on roads, cycle tracks, greenways, and carriageways in compliance with the highway code. It is forbidden to practice sports or acrobatics.

**8.5.** During each period of immobilization, the tenant is systematically required to attach the bicycle to a fixed point, even in the corridors, courtyards, garage, and bicycle room.

If the client cannot attach his or her bicycle to a fixed support inside, he or she is asked to attach it outside. In the case of non-compliance with these rules, the bicycle may be seized by Keolis Amiens employees for safekeeping, and the deposit may be withdrawn without notice.

**8.6.** The signature of the rental contract by the client implies that the latter has taken knowledge of and subscribes entirely and without any reservation to the contents of this document. It is specified that the content of this document may change and will be applicable to the client.

**8.7.** The client releases Keolis Amiens from any liability arising from the use of

the bicycle made available, in particular with regard to accidents and damage of any kind (material, physical, and immaterial) caused to a third party, to the client, and to any goods transported. This includes, in particular, the case of a child transported on a baby seat mounted by the client on a bicycle.

**8.8.** The bicycle is deemed to be in good working order and in compliance with the regulations in force at the time it is made available. By simply withdrawing a bicycle, the client recognizes that the bicycle placed at his disposal by the Buscyclette service is in good working order. The client declares to have the responsibility of guardian of the bicycle from its provision until its return to Keolis Amiens. He commits himself to using and maintaining it with care at the end of the period of hiring, in the state it was in at the time of the rent.

**8.9.** In no case will the client be able to claim any refund of the expenses of hiring or other damages because of the unavailability of the bicycle placed at his disposal by the Buscyclette service during the period of hiring.

**8.10.** It is recommended that the client follow the following safety procedures :

- Adapt your braking distance, especially in bad weather .
- Adjust the saddle height to fit your body type.
- Wear an approved helmet and appropriate clothing (especially visible if used in the evening or at night).
- In general, respect the rules of the road in effect at the time of use (e.g., respect traffic lights, do not drive on sidewalks, do not overtake a vehicle on the right, etc.).
- To be the holder of a personal insurance in civil liability that guarantees the consequences of the use of the bicycle for him or her and for the persons dependent on him or her (minor children).

#### Art.9- Rights of Keolis Amiens

In the case of non-compliance by the client with the present general conditions of rental and use described herein, Keolis Amiens reserves the right to terminate the rental contract without entitlement to a refund.

#### Art.10- Mesures applicable in the case of damage to equipment

In the case that the bicycle and/or accessories are lost, stolen, or damaged, Keolis Amiens can claim from the client the repair of the entire damage as described in articles 7.2 and 7.3..

#### Art.11- Confidentiality and protection of personal data

**11.1.** The data collected is subject to automated processing for the purpose of managing the rental contract, commercial prospecting, the prevention and management of unpaid tickets, theft, statistical analysis, or surveys, as well as the fight against fraud for the entire period of validity of the client's ticket.

With the exception of commercial canvassing, which is based on your consent, these various processes are based on the execution of the subscription contract. The data is intended for the services of Keolis Amiens, which is responsible for processing.

The client's data are kept for the time necessary for the administrative and accounting management of the subscribed services and the promotion of Keolis Amiens/Ametis/Buscyclette services. For more information, we invite you to consult our privacy policy, available on [www.ametis.fr](http://www.ametis.fr) and in Ametis & Buscyclette Mobility Spaces.

In accordance with the applicable regulations, the client has a right of access and/or deletion to limit the processing as well as the portability of his personal data. The client can also oppose their processing for commercial purposes.

The client can exercise his rights or address any other question related to the processing of his personal data to AMETIS Centre d'exploitation et de maintenance - Service Gestion des abonnements – 9 RUE Paul-Émile Victor – 80136 Rivery. The client can also address our Data Protection Officer at [reseau-ametis.dpo@keolis.com](mailto:reseau-ametis.dpo@keolis.com)

**11.2** As part of our quality approach, a call recording system for the client relations center can be set up. This system allows us to measure the level of complaints received as well as support the teams in cases of conflict. This processing is based on the legitimate interest of Keolis Amiens to develop and improve its services. In accordance with the applicable regulations, these recordings are kept for a period of 91 days by Keolis Amiens, responsible for processing. These recordings are intended for the client service manager. The client has the same rights listed in Article 11.1 to oppose the recording of this telephone exchange.

**11.3** In accordance with Article L223-2 of the Consumer Code, the client has the option of registering on an opposition list to telephone solicitation available on the [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr) website.

#### Art.12- Complaints

For any claim, the client can write to Keolis Amiens, Service Buscyclette -9, rue Paul-Émile Victor-80 136 RIVERY, or call 03 22 710 710 (type 3) or send an email to [rela@clientele@ametis.fr](mailto:rela@clientele@ametis.fr) .

In the case of a dispute, the client must state the reason for his grievances and produce any useful document for processing his request.

In accordance with Article L612 et seq. of the French Consumer Code, the client, after having referred the matter to the Keolis Amiens client service department and in the absence of a satisfactory response within 2 months, may have recourse to a conventional mediation procedure with the Tourism and Travel Mediator, whose contact details are MTV mediation Tourisme Voyage -BP 80 303-75 823 Paris Cedex 17 and the procedures for referring the matter to the Mediator's website: [www.mtv.travel](http://www.mtv.travel) .

#### Art.13- Application and modification

**13.1.** Keolis Amiens reserves the right to modify at any time the present general sales conditions, which will apply within 15 days of their publication on the Keolis Amiens/Buscyclette website.

**13.2.** The provisions of this document are governed by French law. Any dispute shall be submitted to the competent courts of the competent jurisdiction.