



General terms and conditions of sale and service

ARTICLE 1. SCOPE OF APPLICATION

These general terms and conditions of sale and service (hereinafter "GTCS") govern the contractual relationship between, on the one hand, the company MOOV, with a capital of €50,000, (950 881 300 R.C.S. ANNECY), located at 3 avenue du Pré Félin - 74940 ANNECY (hereinafter "The Company") and, on the other hand, each customer (hereinafter the "Customer(s)"), whether an individual or a legal entity, consumer or professional. whether they are natural or legal persons, consumers or professionals.

These conditions of sale shall prevail over any other general or special conditions not expressly approved by the Company.

ARTICLE 2. ORDERS AND RESERVATIONS

2.1. Any reservation, by any means whatsoever, implies acceptance of these terms and conditions.

2.2. Services can be booked :

- Via the www.ledeck-veyrier.com website,
- By returning to the Company the signed offer it will have issued to the Customer during the period of validity of the proposal.
- Directly at the operating site, with base personnel.

The Company is bound only by the undertakings expressly set out in these General Terms and Conditions and in its price list or offer. In the absence of any indication of duration, the offer is only valid for 30 days from the date of issue.

2.3. Any order placed by the customer is a firm and definitive commitment on his part.

More generally, any special request or any change in the Customer's request is not covered by the contract.

not covered by the quotation or reservation and subject to acceptance by the Company.

All cancellations, whether total or partial, will be processed in accordance with article 6 of these terms and conditions.

ARTICLE 3. CUSTOMER RIGHTS AND OBLIGATIONS

3.1. Boat recovery.

The Customer must arrive at the meeting point communicated by the Company when the order was confirmed, at the time specified in the confirmation.

The customer must be in possession of the online reservation or the signed offer.

Customers may be asked to show proof of identity.

3.2 The lessee is responsible for the boat in his care, as well as for the crew and the crew members. passengers.

3.3 In this respect, the lessee undertakes to :

- use the boat sensibly and in strict compliance with current regulations.
To this end, the lessee will be solely responsible for the consequences of any infringement.
- not to exceed the navigation zone set by the Owner and/or the regulations.
- not to entrust responsibility for the boat to a third party without the owner's prior agreement; subletting or lending is forbidden.
- return the boat on the agreed date and time.
- return the boat and its accessories in the same condition as described in the condition report. premises.
- not to abandon the boat after an accident or breakdown, and to keep it under his responsibility until it is taken in charge by the owner or insurer.
- immediately notify the owner and the appropriate authorities in the event of accident, theft, loss, fire or any other damage or deterioration, and obtain a report or record attesting to the conditions of the incident.
- notify the owner of any event affecting the boat as soon as possible.
- do not carry out any repairs without the owner's prior agreement.

3.4 Hirer means that the skipper has the necessary knowledge to take responsibility for the boat and carry out the intended navigation. For the duration of this assumption of responsibility, he/she is responsible for keeping the boat seaworthy and for its routine maintenance. Prior to departure, the lessee is required to inform himself/herself of all procedures necessary for the proper operation of the engine and the various navigation instruments.

ARTICLE 4. BILLING AND PAYMENT

4.1. The Services and Products offered by the Company are supplied at the prices in force on the [www.ledeck-veyrier.com website](http://www.ledeck-veyrier.com), on the date of final confirmation of the order by the Customer. Prices are expressed in Euros, exclusive of VAT.

These prices are firm and non-revisable during their period of validity, the Company reserving the right, outside this period of validity, to modify prices at any time.

4.2. Unless otherwise agreed between the parties, a deposit of 100% of the order will be required.

For online bookings, payment is made by credit card at the time of ordering.

4.3. Prices include VAT applicable on the date of the order. Any change in the VAT rate may be reflected in the prices of the Products and/or Services.

4.4. Payment terms may not be delayed for any reason whatsoever. Any sum not paid by the due date shall automatically incur penalties equal to ten times the legal interest rate from the day following the due date. Late payment penalties are payable without the need for a reminder. A fixed indemnity of 40 euros is also payable for collection costs. In cases where the costs incurred exceed this fixed amount, the Company reserves the right to request additional compensation upon justification.

ARTICLE 5. GIFT VOUCHERS

5.1. Customers can purchase gift vouchers online.

Gift vouchers are payable 100% upon order.

5.2. Gift vouchers issued by the Company are valid for 1 year from the date of purchase.

After the deadline, gift vouchers are non-refundable and non-exchangeable.

5.3. The gift voucher (or voucher number) must be presented on the day of the event.

5.4. If the customer or beneficiary is not present on the day of the service, the gift voucher is considered to have been used and is neither refundable nor exchangeable.

5.5. Lost or stolen gift vouchers cannot be exchanged or refunded.

5.6. Reservations for gift voucher services are subject to availability.

ARTICLE 6. CANCELLATION OF ORDER

6.1. Cancellation of service by the Company

MOOV and its brand Le Deck de Veyrier (the Company) reserves the right to cancel reservations at any time, including on the day of rental.

In this case, the customer will be offered another time slot.

If no other time slot is available, the customer will be reimbursed for the rental amount paid.

6.2. Cancellation of the service by the customer

In the event of cancellation of the service by the Customer, the Company will receive, by way of compensation :

Paddles and pedal boats for hire:

- Maximum 24 hours before the date of the service: full refund
- On the day of the service (within 24 hours of the service): 100% of the total cost of the service.

Boat rental without license :

- Maximum 7 days before the date of the service: full refund
- Between 7 days and 48 hours of the service: 50% of the total amount of the service will be retained by the Company.
- Less than 48 hours before the event: 100% of the total cost of the event.

Book private cruises and transfers :

- Maximum 7 days before the date of the service: full refund
- Between 7 days and 48 hours of the service: 50% of the total amount of the service will be retained by the Company.
- Less than 48 hours before the event: 100% of the total cost of the event.

ARTICLE 7. LIABILITY AND INSURANCE

7.1 The Company is covered by civil liability insurance with a leading insurance company, notoriously solvent.

7.2. The Company's insurance does not cover customers' personal effects against loss or theft, and does not include personal accident insurance.

7.3. The Company reserves the right to invoice the Customer for any material damage caused to the bicycle and its equipment.

7.4 In the event of a claim, if the damage is less than 2,500 euros, the lessor may deduct the cost of the claim from the rental price. repairs or compensation directly from the security deposit, before returning the balance.

7.5 In the event of damage exceeding 2,500 euros, the deductible is set at 2,500 euros. The amount of this deductible does not constitute a limit of liability enforceable against the lessor, who always retains the right to exercise any recourse for compensation for damage suffered.

7.6 The owner retains the right to seek compensation for damage sustained during a failure to observe the basic rules of navigation.

ARTICLE 8. INTELLECTUAL PROPERTY

The content of the Company's website is its property and is protected by French and international intellectual property laws.

Any total or partial reproduction of this content is strictly prohibited and may constitute an infringement of copyright.

In addition, the Company retains all intellectual property rights to photographs, presentations, studies, drawings, advertising material, etc., produced for the purpose of providing the Services to the Customer. The Customer therefore refrains from reproducing or exploiting any such material.

ARTICLE 9. COMMERCIAL MENTION - COMMUNICATION, PHOTOS, VIDEOS

Unless otherwise specified in writing to the Company prior to performance of the Service, the Customer authorizes the Company to take photos and videos during the Service for the purposes of its communication and to distribute these photos and videos strictly within the framework of its business prospecting, external communication and advertising (website, social networks, blog, brochure, etc.).

ARTICLE 10. CONSUMER CUSTOMER RIGHT OF WITHDRAWAL

10.1. The consumer customer has a period of fourteen days to exercise his right of withdrawal from a contract concluded at a distance, following canvassing by telephone or off-premises.

10.2. In this case, the Company must reimburse the consumer for all sums paid, including delivery costs, without undue delay and no later than 14 days from the date on which it is informed of the consumer's decision to withdraw.

10.3. The consumer customer who has exercised his right to withdraw from a contract for the provision of services or from a contract mentioned in the first paragraph of article L. 221-4, the performance of which has begun, at his express request, before the end of the withdrawal period, shall pay the professional an amount corresponding to the service provided up to the communication of his decision to withdraw; this amount is proportionate to the total price of the service agreed in the contract.

ARTICLE 11.LEGAL WARRANTIES

11.1. The Company guarantees the conformity of the services and goods to the contract, enabling the consumer Customer to make a claim under the legal guarantee of conformity provided for in articles L. 217-11 et seq. of the French Consumer Code, or any Customer to make a claim under the guarantee of defects in the thing sold as defined in articles 1641 et seq. of the French Civil Code.

11.2. This warranty covers defects in conformity or latent defects resulting from a design or manufacturing fault in the services ordered, in accordance with the terms and conditions set out in the appendix to these **GCS**.

The Customer must notify the Company of any defects and/or lack of conformity within a maximum period of 15 days from the provision of the services.

The service provider's guarantee is limited to the reimbursement of services actually paid for by the Customer, and the Company shall not be held responsible or liable for any delay or non-performance resulting from force majeure.

ARTICLE 12. PROTECTION OF PERSONAL DATA

Pursuant to Law 78-17 of January 6, 1978, amended by Law no. 2018-493 of June 20, 2018, it is reminded that the personal data requested from the Customer is necessary for the processing of his/her order and the preparation of invoices, in particular.

This data may be communicated to any of the Vendor's partners responsible for executing, processing, managing and paying for orders.

In accordance with current national and European regulations, the customer has a permanent right of access, modification, rectification, opposition, portability and limitation of the processing of information concerning him or her.

The Customer may exercise his rights by e-mail to contact@ledeck-veyrier.com, or by post to MOOV 3 avenue du Pré Félin 74940 Annecy, France; and this, by proving his identity by any means.

ARTICLE 13. FORCE MAJEURE

The Parties shall not be held liable if the non-performance or delay in performance of any of their obligations as described herein is due to force majeure, as defined in article 1218 of the French Civil Code.

ARTICLE 14.APPLICABLE LAW - LANGUAGE

These General Terms and Conditions of Sale and the transactions arising therefrom are governed by French law. They are written in French. In the event of translation into one or more languages, the French text shall prevail in the event of litigation.

ARTICLE 15. DISPUTES

15.1. In the event of the conclusion of a contract with a consumer Customer, all disputes to which the contracts concluded in application of the present GCS may give rise, concerning their validity, interpretation, execution, termination, consequences and consequences, and which could not be resolved amicably between the Company and the Customer, will be submitted to the competent courts under the conditions of common law.

15.2. In the event of the conclusion of a contract with a professional Customer, any dispute to which the contracts concluded in application of the present GCS may give rise shall be referred to the Commercial Court of ANNECY.

Acceptance of orders or payments by the Company does not constitute either a novation or a waiver of this jurisdiction clause.

15.3. In the event of a complaint, the Customer must first contact the Company at the following address
next MOOV 3 avenue du Pré Félin 74940 Annecy, France.

As a second recourse, the consumer customer may contact the Consumer Mediator.

In any event, the customer retains the right to bring the matter before the competent court if the amicable settlement procedure fails.

ARTICLE 16.PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

Prior to placing an order and entering into a contract, the Customer acknowledges having been informed, in a legible and comprehensible manner, of these General Terms and Conditions of Sale and, in particular, for the Consumer Customer, of all the information listed in article L. 221-5 of the French Consumer Code, including the following information:

- the essential characteristics of the Services, taking into account the communication medium used and the Service concerned;
- the price of Services and ancillary costs (e.g. delivery);
- in the absence of immediate execution of the contract, the date or deadline by which the Service Provider undertakes to provide the Services ordered;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if this is not apparent from the context,
- Information on legal and contractual warranties and how to make use of them;
- the functionalities of the digital content and, where applicable, its interoperability ;
- the possibility of resorting to conventional mediation in the event of a dispute ;
- information on the right of withdrawal (existence, conditions, deadline, procedures for exercising this right and standard withdrawal form), cancellation procedures and other important contractual conditions.
- accepted means of payment.