



TERMS AND CONDITIONS OF SALE : GUIDING TOURS - PROFESSIONAL CLIENTS -

1. GENERAL INFORMATION

These General Terms and Conditions of Sale (the "GTCs") set out the terms and conditions governing the organisation and responsibilities applicable to the guided tours and activities offered by Trolib (hereinafter the "Organiser") to its professional clients (hereinafter the "Client").

The activities may include, in particular, cycling, mountain biking, electric scooter activities or guided hikes.

These GTCs shall apply throughout the duration of the relevant service.

The Client acknowledges having read these GTCs and accepts them in their entirety.

2. PRICES

Prices are stated per person and in euros.

The applicable rates are communicated to the Client in the commercial proposal, quotation, professional brochure or any other booking document.

Prices may be changed without prior notice and shall only become final upon receipt of confirmation of the service.

Any specific terms stated in the quotation or booking confirmation shall supplement these GTCs.

3. BOOKING & PAYMENT

A service may be booked by email or telephone.

The following payment methods are accepted:

- cash;
- PayPal;
- cheque;
- bank transfer.

A 30% deposit of the total amount is required upon booking.

The remaining 70% balance is payable on the day of the service, unless otherwise agreed in writing between the parties.

Guided activities are subject to a minimum of 6 participants for each tour.

The conditions for postponement or cancellation due to an insufficient number of participants are set out in Section 5.

The Client commits to the number of participants stated at the time of booking.

A reduction in the number of participants on the day of the service compared with the number originally booked shall not entitle the Client to any reduction in the amount invoiced or to any refund.

4. ORGANISATION & PERFORMANCE OF THE SERVICE

The service shall take place at the location, on the date and at the times specified in the specific terms or booking confirmation.

The Client undertakes to provide the Organiser with all information necessary for the proper performance of the service, including the number of participants and, where necessary, their identity and age.

The service shall be provided to the participants previously designated by the Client and, where applicable, subject to the Organiser's prior approval, particularly with regard to the age or fitness requirements applicable to the activity concerned.

Any participation by a person who has not been designated in advance shall require the Organiser's prior approval.

The Client undertakes to inform participants of the terms and conditions of the service and to ensure compliance with these GTCs and with the Trolib Code of Conduct.

The Organiser reserves the right to adapt the route or the organisation of the service in order to ensure the safety of participants and provide an optimal quality of service.

5. CANCELLATIONS & CHANGES

5.1. Cancellation by the Client

In the event of cancellation by the Client, the following fees shall be deducted from any amounts otherwise refundable:

- From the date of booking up to 30 days before the departure date: a fixed administration fee of €80;
- 29 to 21 days before the departure date: 10% of the service price;
- 20 days to 48 hours before the departure date: 30% of the service price;
- Within the final 48 hours before the departure date: 100% of the service price.

5.2. Cancellation or changes by the Organiser

If the required minimum number of participants is not reached, the Organiser may cancel the service up to 6:00 p.m. on the day before departure.

The Client will then be informed by email or telephone.

Where possible, the Organiser shall offer:

- postponement of the service to another date;
- or an alternative solution allowing the service to go ahead.

If the Client refuses the proposed new date or alternative solution, any amounts paid for the cancelled service shall be refunded.

The Organiser also reserves the right to cancel a service without charge to the Client in the event of:

- force majeure;
- weather conditions likely to make the activity unsafe;
- strike or demonstration;
- administrative decision;
- exceptional closure of a site or route;
- or any other circumstance beyond its control preventing the service from being provided under satisfactory safety conditions.

The Organiser may also modify the route or content of the service when circumstances encountered during the activity require it.

Such a modification shall not automatically entitle the Client to a refund.

Any interruption of the service at the initiative of the Client or a participant during the activity shall not entitle the Client to a refund.

6. CLIENT CONTACT DETAILS

The Client must provide a valid email address and telephone number enabling the Organiser to contact them before or during the service.

These contact details are particularly necessary for communicating any information relating to a change, postponement or cancellation.

The Organiser shall not be held liable for any consequences resulting from incorrect contact details or the inability to reach the Client.

7. PARTICIPANTS & PARTICIPATION REQUIREMENTS

The Client declares that all participants registered for the service are fit to take part in the booked activity and have no medical or other contraindication incompatible with such activity.

The Client undertakes to inform participants of any specific requirements relating to the activity.

Where any participants are minors, the Client must obtain, where required, the authorisation of their legal representative.

The Client is responsible for providing participants with the necessary information and ensuring that they comply with the instructions given by the Organiser.



TERMS AND CONDITIONS OF SALE : GUIDING TOURS - PROFESSIONAL CLIENTS -

The Organiser reserves the right to refuse participation to any person whose physical condition, behaviour or ability would prevent the safety of that person or of the group from being ensured.

8. SAFETY & CODE OF CONDUCT

Before each service, the Organiser shall provide the safety rules and instructions necessary for the proper performance of the activity.

These rules may be repeated or adapted throughout the service depending on the conditions encountered.

Each participant is required to comply with:

- the guide's instructions;
- the regulations applicable to the activity;
- the Highway Code, where applicable;
- all applicable safety rules;
- other users of the areas visited;
- the Trolib Code of Conduct.

The Client undertakes to familiarise themselves with this Code of Conduct and to ensure that all participants comply with it.

Each participant shall be personally responsible for any breach of applicable regulations and for any personal injury or property damage they may cause in connection with the service.

9. EQUIPMENT PROVIDED

Where equipment is provided as part of the service, it shall be supplied in good apparent working and operating condition.

The Client and participants shall be responsible for the equipment throughout the duration of the service and undertake to use it in accordance with the instructions provided.

The equipment is intended exclusively for the participants designated in the specific terms.

Any lending, transfer or subletting of the equipment is strictly prohibited.

In the event of any defect or technical problem, the Client or participant must immediately inform the Organiser.

The Client and participants are strictly prohibited from carrying out any repairs or interventions themselves in the event of a breakdown or malfunction.

In the event of a disagreement concerning the amount of damage payable by the Client, the Client may, within 72 hours of notification of the amount due, request at their own expense a joint expert assessment carried out by an expert approved by the Organiser's insurer.

The expert's report shall be binding on both parties.

10. LIABILITY

The Organiser has taken out public liability insurance covering the Client and designated participants for any bodily injury or property damage caused to third parties, within the limits and conditions of the applicable insurance policy.

The Client and designated participants shall not be held liable where the Organiser's insurers have attributed the entire claim to an identified third party.

In all other cases, the liability of the Client and/or the participants concerned may be incurred in accordance with the applicable rules.

The Client who enters into the agreement shall be responsible for the group and the participants they have designated.

Each participant remains personally responsible for their actions, behaviour and compliance with safety instructions.

The Organiser shall not be held liable for:

- personal belongings forgotten, lost or damaged during the service;
- damage resulting from a participant's failure to comply with instructions;
- offences or breaches committed by participants;
- damage caused by a participant to a third party as a result of their behaviour.

Where equipment is provided, the Client shall be responsible for its custody until it is effectively returned.

In the event of damage resulting from improper use, negligence or failure to comply with instructions, the Client may be required to reimburse the costs necessary to restore the equipment to its original condition.

The Client shall not, however, be held liable for damage resulting from a hidden defect or non-apparent wear and tear of the equipment, provided that such defect or wear can be demonstrated.

11. THEFT OR DAMAGE TO EQUIPMENT

Where equipment is entrusted to the Client or participants, it is not covered against theft, unless otherwise expressly provided for in the specific terms.

In the event of theft, the Client undertakes to:

- immediately inform the Organiser;
- file a report as soon as possible with the competent police or gendarmerie authorities;
- provide the Organiser with a copy of the report.

In the event of theft, the value of the stolen equipment shall be payable to the Organiser in accordance with these GTCs.

If the equipment is subsequently recovered and returned, any amounts paid may be refunded, less, where applicable, the cost of necessary repairs and the period of loss of use, limited to 30 days.

In the event of theft by the Client, misappropriation or damage resulting from failure to comply with the rules of use, applicable regulations or these GTCs, the Organiser reserves the right to claim compensation for the full loss incurred.

12. EQUIPMENT & ACCESSORIES

Accessories supplied with the equipment must remain with the equipment and may not be removed or modified by the Client or participants.

The equipment may not be sold, transferred or pledged as security.

More generally, the Client undertakes not to grant any third party any rights whatsoever that could affect the availability, use or full ownership of equipment belonging to the Organiser.

13. ENVIRONMENT & RESPECT FOR SITES

The activities offered by Trolib may take place in protected natural areas or areas subject to specific regulations.

The Client undertakes to inform participants of the need to respect:

- the regulations applicable to the sites visited;
- authorised routes and areas;
- access restrictions;
- wildlife and vegetation;
- other users;
- fire prevention rules;
- and, more generally, the natural environment through which the activity takes place.



TERMS AND CONDITIONS OF SALE : GUIDING TOURS

- PROFESSIONAL CLIENTS -

The Trolib Code of Conduct sets out the behavioural rules applicable to participants.

The Organiser may modify the route or the organisation of the service to take into account access conditions, regulatory restrictions or safety requirements.

14. COMMENCEMENT, HANDOVER & RETURN OF EQUIPMENT

Where equipment is provided, it shall be handed over to the Client or participants at the agreed location.

The risks associated with the custody of the equipment shall transfer to the Client upon handover and remain with the Client until the equipment is effectively returned.

Only the complete return of the equipment and its accessories shall terminate this custody obligation.

Any return at a location other than the one originally agreed must be expressly approved by the Organiser.

Any costs incurred by the Organiser to recover or transport the equipment back may be charged to the Client.

Any extension of the scheduled duration of the service or equipment provision shall require the Organiser's express agreement or the conclusion of new specific terms.

In the event that the equipment is not returned on the agreed date or at the agreed time, and in the absence of the Organiser's express agreement, the Organiser may take any necessary steps with the competent authorities to recover the equipment.

15. GOVERNING LAW

These General Terms and Conditions of Sale are governed by French law.

In the event of any dispute relating to the service, the parties shall first seek an amicable solution.

If no amicable agreement can be reached, the dispute shall be referred to the courts having jurisdiction in accordance with the applicable rules of law.

ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

Confirmation of the service constitutes the Client's full and unconditional acceptance of these General Terms and Conditions of Sale.

The Client acknowledges having read and understood these GTCs and undertakes to comply with their provisions and to ensure that all participants comply with them.