

## **GENERAL TERMS AND CONDITIONS OF SALE SERVICES FOR TEACHING AND GUIDANCE IN SPORTS ACTIVITIES**

The company WATTSUPFATBIKE (SARL AREDECOM), specialized in guided mountain biking activities and tours, offers recreational services under the supervision of qualified professionals. Any booking or participation implies full acceptance of these general terms and conditions of sale.

### **ARTICLE 1 – SERVICES**

#### **1.1 Guidance**

Services are provided by instructors with a valid license to teach mountain biking according to the method of the French Cycling Instructors (MCF). Services can take place in various environments adapted to the participants' skill levels.

#### **1.2 Group Organization and Homogeneity**

Services may be offered individually or in groups. To ensure an optimal experience, a similar technical level among participants is required.

- Participants are responsible for the accuracy of the information provided regarding their skill level during registration.
- If a participant does not have the required technical level, WATTSUPFATBIKE reserves the right to modify the route or guidance. No refunds or compensation will be provided due to differences in skill levels.

#### **1.3 Mandatory Information**

Before the service starts, each participant must provide the following information:

- Full name, email address, and phone number;
- Declaration of medical fitness for mountain biking;
- Emergency contact number;
- A signed parental consent form for unaccompanied minors.  
Anonymous registrations are not accepted.

### **ARTICLE 2 – RESPONSIBILITIES**

#### **2.1 Participant Obligations**

- Participants declare they are in good health and fit for mountain biking, especially in mountainous areas.

- They commit to following the instructions of the guides and ensuring their own safety and that of others.

## **2.2 WATTSUPFATBIKE Responsibilities**

WATTSUPFATBIKE has a best-efforts obligation in the performance of its services but no obligation of results.

- The company cannot be held responsible for accidents caused by participants.
- Participants are responsible for their own equipment. Any damage to borrowed equipment will be charged to the participant.

## **2.3 Conduct and Safety**

Any inappropriate or dangerous behavior is the responsibility of the participant. Third-party damage claims will be billed to the participant responsible based on actual costs.

## **ARTICLE 3 – INSURANCE**

### **3.1 Provider’s Insurance**

WATTSUPFATBIKE has professional liability insurance that covers instructors during their activities.

### **3.2 Participant Insurance**

Participants are strongly recommended to obtain personal insurance covering:

- Liability towards third parties;
- Rescue and repatriation costs;
- Risks associated with mountain biking, especially in mountainous areas.

## **ARTICLE 4 – RATES, REGISTRATION, AND PAYMENTS**

### **4.1 Rates**

Rates are available on the website [hey-wattsup.com](http://hey-wattsup.com) and at sales locations. Prices include only the instructor’s guidance unless otherwise specified.

If a bike is provided free of charge by WATTSUPFATBIKE, the participant must return it in good condition. Any damage to the equipment will be charged.

### **4.2 Registration and Payments**

Registrations can be made in the following ways:

- Online via [hey-wattsup.com](http://hey-wattsup.com) or partner platforms (e.g., Billetweb);

- On-site, depending on opening hours.  
Full payment is required before the start of the service. If mobile networks are unavailable, cash payment may be required.

#### **4.3 Late Payment Penalties**

Any service not paid for within the set deadlines may be subject to a surcharge of 10% of the amount due.

### **ARTICLE 5 – RIGHT OF WITHDRAWAL**

In accordance with Article L.221-28 of the French Consumer Code, the 14-day right of withdrawal does not apply to recreational services provided on a specific date or for a specific period.

### **ARTICLE 6 – CANCELLATION AND NON-PARTICIPATION**

#### **6.1 Cancellation by the Client**

All cancellations must be communicated in writing (by post or email) at least 72 hours before the service starts.

- In case of late cancellation or without a medical reason (medical certificate required), no refund will be granted.
- An administrative fee of €29 per registered person will apply to any refund request.

#### **6.2 Non-Participation**

- In case of no-show or late arrival, the full service will be charged.
- Activities that have started are non-refundable.

#### **6.3 Interruption or Cancellation by WATTSUPFATBIKE**

If weather conditions or unforeseen circumstances prevent the service from being carried out, WATTSUPFATBIKE will offer:

- Either a postponement of the service;
- Or a credit or refund proportional to the remaining time.

### **ARTICLE 7 – EXCLUSION**

WATTSUPFATBIKE reserves the right to exclude any participant who disrupts the service or jeopardizes safety. In such cases, no compensation is due.

### **ARTICLE 8 – IMAGE RIGHTS**

As part of the services offered, WATTSUPFATBIKE reserves the right to take photos and videos of participants during guided activities. This may include photos, video recordings, or similar material.

### **8.1 Ownership and Use of Media**

By agreeing to these terms and conditions, the participant (or their legal representative if a minor) expressly authorizes WATTSUPFATBIKE to use, reproduce, and publish photos and videos taken during activities for the sole purpose of promoting the company's activities.

This includes:

- Publication on digital media (website, social media, newsletters);
- Printed media (brochures, posters, flyers);
- Advertising campaigns or other promotional material.

### **8.2 Respectful Use**

WATTSUPFATBIKE is committed to respecting the integrity and dignity of participants in the use of media. The images will not be used for commercial purposes unrelated to the promotion of the company's activities.

### **8.3 Right to Withdraw**

If a participant or their legal representative wishes to withdraw their consent after the activity, they may request this in writing, specifying the relevant images. WATTSUPFATBIKE will make every effort to cease using the specified images within a reasonable timeframe.

## **ARTICLE 9 – DISPUTES**

These terms and conditions are governed by French law.

In the event of a dispute, the parties will seek to reach an amicable resolution. If no agreement is reached, only French courts will have jurisdiction.

## **ARTICLE 10 – MEDIATION**

If no amicable resolution is reached, the client may contact the Tourism and Travel Mediator:

- Website: [mediateur-consommation-smp.fr](http://mediateur-consommation-smp.fr)
- Address: Société Médiation Professionnelle – Alteritae, 5 Rue Salvaing, 12000 Rodez, France