goride

Rental Terms and Conditions

Last Updated: July 14, 2026

9557-8555 Québec Inc. operates www.goride.ca, a SaaS platform allowing Merchants to offer rental services to Riders. This agreement is entered into between the Merchant identified in the booking and the User ("Rider") through the GoRide platform. By checking "I Accept," you acknowledge that you have read and agree to these terms.

GoRide is not a party to the rental contract and assumes no obligations arising from it.

---

1. Purpose and Scope

These terms govern the rental of equipment through the www.goride.ca platform. GoRide provides the technological infrastructure enabling the connection between parties and the completion of transactions. The Merchant remains solely responsible for providing the rented equipment and complying with all applicable legal obligations.

GoRide is not the owner, manager, or inspector of the equipment.

GoRide does not act as an agent, co-contractor, distributor, mandatary, or representative of the Merchant.

GoRide does not verify the condition, safety, maintenance, compliance, repairs, insurance, or availability of the equipment.

---

2. Eligibility

2.1 Adult User

The Rider declares that they are physically and legally fit to use the equipment.

2.2 User Under 14 Years of Age

The rental of equipment to a user under the age of fourteen (14) requires the prior acceptance of these Rental Terms and Conditions by a parent or legal guardian, who contracts on behalf of the minor and assumes full responsibility arising from the rental and use of the equipment.

2.3 User Aged 14 to 17

A user aged fourteen (14) to seventeen (17) may use the equipment only with the express consent of a parent or legal guardian, who must accept these Rental Terms and Conditions and remains responsible for their compliance.

---

3. Booking, Payment, and Security Deposit

3.1 Payment Processing

GoRide uses Stripe Inc. as a trusted third party for secure payment processing. By using GoRide, you also agree to Stripe's Terms of Service and Privacy Policy.

3.2 Pricing and Taxes

The total price is displayed before confirmation. Applicable taxes are included or displayed separately.

3.3 Security Deposit

The Merchant may require a security deposit, the amount of which is clearly indicated on the product page at the time of booking. The deposit is collected and held exclusively by the Merchant when the Rider takes possession of the equipment. GoRide is not involved in the collection, holding, management, or refund of the deposit.

The deposit is used to cover damages caused to the equipment during the rental period. In the event of damage, the Merchant may retain part or all of the deposit based on necessary repairs. The Merchant agrees to provide the Rider with relevant supporting documentation, including:

- Parts invoices;
- Hourly labor rate;
- Photos or videos of the damage;
- Any relevant assessment report.

Repairable damages are assessed based on:
(a) the actual cost of required parts;
(b) a predetermined labor rate indicated in the Merchant's policy;
(c) reasonable expenses related to transportation or immobilization (if applicable).

Normal wear and tear, including use in accordance with instructions, cannot justify retention of the deposit.

Any dispute regarding the amount retained must be resolved directly between the Merchant and the Rider.

3.4 Identity Verification

The Merchant may require, at the time the Rider takes possession of the equipment, the presentation of a valid government-issued photo identification to verify the Rider's identity.

Where applicable, the Merchant may retain such identification, or a copy thereof, for the duration of the rental as an additional guarantee, until the equipment is fully returned.

The Rider acknowledges that refusal to provide valid identification when requested by the Merchant may result in the refusal to release the equipment, without any right to a refund.

The Merchant remains solely responsible for the collection, storage, protection, and use of any personal information obtained in this manner, in accordance with applicable privacy laws.

---

4. Possession and Use

4.1 Pre-Rental Inspection

The Merchant represents and warrants that the equipment provided to the Rider:
(a) has been inspected before the rental;
(b) is in good working condition;
(c) complies with applicable safety requirements;
(d) has no defect that could compromise Rider safety, unless disclosed beforehand.

At the time of pick-up, the Rider must conduct a visual and functional inspection of the equipment, including brakes, tires, steering, chain, lighting, battery (if applicable), and frame.
Any anomaly must be immediately reported to the Merchant before use and documented with photos or videos.

If an issue arises during use, the Rider must stop using the equipment immediately and notify the Merchant without delay.

The Merchant remains solely responsible for:

- the regular maintenance of the equipment;
- regulatory compliance;
- compliance with the Canada Consumer Product Safety Act;
- any defect resulting from lack of maintenance, a flaw, or an existing defect prior to rental.

4.2 Conditions of Use

The Rider agrees to use the equipment:

- in accordance with the Merchant's instructions;
- in compliance with the Highway Safety Code and any applicable regulations;
- with prudent and safe behavior.

Helmet use is strongly recommended at all times. Use of the rented equipment is strictly prohibited under the influence of alcohol, drugs, or any substance that may impair the Rider's abilities.

4.3 Prohibited Uses

The Rider acknowledges that it is prohibited to:

- sub-rent, lend, or transfer the equipment to any other person;
- perform any modification, repair, or technical intervention not authorized by the Merchant;
- use the equipment in abusive, dangerous, or abnormal conditions (jumps, stunts, unsuitable terrain, overload, etc.).

4.4 E-Bikes

The Rider agrees to comply with all legal requirements applicable to the operation of an electric bicycle in Québec, including those set out in the Highway Safety Code and its applicable regulations.

Without limiting the foregoing:

(a) Helmet Requirement

The Rider must wear a protective helmet at all times while operating an electric bicycle on public roads. The helmet must be properly fitted and fastened, and comply with a recognized standard (including CAN/CSA-D113.2, ASTM F1447, or any equivalent standard).

(b) Compliance with Traffic Rules

The Rider must comply with all traffic rules applicable to cyclists, including, without limitation, traffic signals, right-of-way rules, authorized lanes, and any other obligations set out in applicable regulations.

(c) Age and Licensing Requirements

Users aged fourteen (14) to seventeen (17) must hold a valid Class 6D driver's licence issued by the Société de l'assurance automobile du Québec (SAAQ) in order to operate an electric bicycle. Proof of age and a valid licence may be required by the Merchant at the time of pickup.

If the required documents are not provided, or if applicable legal requirements are not met, the Merchant may refuse to release the equipment. In such case, the booking will be maintained and no refund will be issued.

---

5. Cancellation Policy

- The Rider may cancel the booking or modify the date up to seventy-two (72) hours before the start of the rental.
- For any cancellation request, the Rider must either i) submit a cancellation request through their GoRide customer account; or ii) contact the Merchant directly.
- In the event of a cancellation, the Merchant will refund a maximum of 80% of the booking amount; service fees are non-refundable.
- Within seventy-two (72) hours of the rental start time, no cancellation is permitted. Any modification request within seventy-two (72) hours of the rental start time must be addressed directly to the Merchant and is at their sole discretion.
- No cancellation or refund is possible after the Rider has taken possession of the equipment.
- The Merchant reserves the right to refuse to release the equipment to the Rider in the event of non-compliance with these Terms and Conditions, including, without limitation, failure to meet the requirements set out in Sections 3.4 (Identity Verification) and 4.4 (E-Bikes). In such cases, the booking shall be maintained and no refund will be issued.

---

6. Responsibilities

- **Rider:** Safe use, compliance with laws, responsibility for damages.

  Use of the rented equipment is strictly conditional upon the prior acceptance of the applicable Liability Waiver and Assumption of Risks, which forms an integral part of the rental contract between the Rider and the Merchant.

- **Merchant:** Provide safe equipment, maintain its own adequate civil liability insurance covering bodily injury and property damage arising from the rental or use of the equipment, and manage the collection and refund of the security deposit. The Merchant is fully responsible for compliance with the Canada Consumer Product Safety Act, the Consumer Protection Act, maintenance obligations, and any applicable municipal or legal standards.

  The Merchant represents that it maintains such insurance coverage for the entire duration of its rental activities.

- **GoRide:** Provide the booking and transaction platform. GoRide is not responsible for material or bodily injury related to equipment use, except in cases of gross or intentional fault.

  GoRide does not provide any insurance coverage whatsoever in relation to the rented equipment, its use, or the activities of the Merchant or the Rider.

---

7. Limitation of Liability

The Rider acknowledges that the use of sports equipment or any mobility equipment involves inherent risks, including, without limitation, risks of injury, falls, collisions, mechanical failure, theft, or property damage. The Rider fully assumes all such risks.

To the extent permitted by applicable law, including the Consumer Protection Act, the Merchant's liability with respect to the rented equipment is strictly limited to:

(a) reimbursement of the rental price if the equipment is unusable due to a defect attributable to the Merchant; or

(b) the cost of repair or replacement of the equipment where such costs result directly from a proven failure by the Merchant to fulfill its maintenance or safety obligations.

Except where prohibited by law, the Merchant shall not, under any circumstances, be liable for indirect, incidental, punitive, exemplary, or non-material damages, including without limitation: loss of use, loss of income, travel expenses, or any third-party claims arising from the use of the equipment.

Without limiting the foregoing, the Merchant shall not be held liable for the Rider's inability to take possession of the equipment where such inability results from the Rider's failure to comply with these Terms and Conditions, including, without limitation, failure to meet the requirements set out in Sections 3.4 (Identity Verification), 4.4 (E-Bikes), or any other applicable obligation. In such circumstances, no refund may be claimed, subject to rights granted under applicable law.

GoRide acts solely as a technology platform provider and is not a party to the rental contract. Accordingly, and to the extent permitted by law, GoRide shall not be liable for any material or bodily injury arising from the use of the rented equipment, nor for any failure, omission, delay, defect, flaw, or negligence of the Merchant, nor for any refusal to release the equipment in accordance with these Terms and Conditions.

GoRide's total liability for any claim related to the use of the platform is limited to the service fees paid at the time of booking.

Nothing in these Terms may be interpreted as limiting the legal rights of a consumer where such limitation is prohibited by law.

The limitations set out in this Section apply in addition to, and without limiting, the Liability Waiver and Assumption of Risks accepted by the Rider.

---

8. Personal Data

GoRide processes your data in accordance with Law 25 and its Privacy Policy.
GoRide is not responsible for the use, storage, or security of data collected by Merchants.

---

9. Governing Law and Jurisdiction

This agreement is governed by the laws of Québec. Without limiting the consumer's right under the Consumer Protection Act to bring a claim in the district of their residence, any other dispute shall be submitted to the courts of the judicial district of Québec, Canada.

---

10. Dispute Resolution

For any dispute related to a booking, deposit, refund, or equipment condition, the Rider must first contact the Merchant and allow up to 10 business days for a response.

If the dispute persists, the parties must attempt to resolve it through voluntary, non-binding mediation.

Any dispute relating to equipment condition, damages, maintenance, or the Merchant's obligations must be directed exclusively against the Merchant, except in cases of gross or intentional fault by GoRide.

Subject to the rights conferred by the Consumer Protection Act, legal proceedings must be brought before the competent courts of Québec.

---

11. Indemnification

Indemnification in Favour of the Merchant

The Rider agrees to indemnify and hold the Merchant harmless from any claim, loss, damage, liability, or expense (including reasonable legal fees) arising from:

(a) the Rider's use of the equipment;
(b) a breach of these terms;
(c) damage caused to a third party during use of the equipment.

This indemnification does not apply when damage results from a defect, flaw, lack of maintenance, or negligence by the Merchant.

Indemnification in Favour of GoRide

The Rider agrees to indemnify GoRide for any damages or expenses incurred due to improper or unlawful use of the GoRide platform. This indemnification does **not** cover disputes related to equipment condition, maintenance, or safety, which fall exclusively under the Merchant.

By checking "I have read, understood and accept the Rental Terms and Conditions," I confirm that:

- I have read, understood, and accepted all the above clauses freely and had the opportunity to ask questions or request clarification.

- If the Rider is under the age of fourteen (14), a parent or legal guardian accepts these Rental Terms and Conditions on the Rider's behalf.
- If the Rider is aged fourteen (14) to seventeen (17), both the Rider and the parent or legal guardian jointly accept these Rental Terms and Conditions.