

InterRent General Terms and Conditions for Vehicle Rentals via the Internet

§ 1 Scope

The latest version of these General Terms and Conditions in effect at the time the contract is entered into shall apply to all car rental agreements entered into by the renter and **LAGON LOCATION INTERRENT** as the lessor.

§ 1 – DEFINITION AND GENERAL NOTION

Different notions which refer to the present conditions might be interpreted as regard to the Recommendation 96-02 of the Commission of excessive clauses and of common law applicable to rentals agreement (article 1713 and according the public liability).The rental contract is said "intuitu personae" and can not be assigned.

"You", "the renter" indicates the drivers and payers mentioned on the rental agreement and signatory of it and who has the quality of renter.

"Us", "the lessor" indicates the Company **LAGON LOCATION INTERRENT**, which company name figure on the rental agreement.

"The vehicle" indicates a particular car or an utility car that we rent for the time agreed of the rental agreement.

"Damage": is considerate as damage all damage on the vehicle including breaking windows, this last term include optical, rear views, and headlights.

"Loss": is assimilated to loss of vehicle the vandalism, loss of accessories, and attempt to theft.

"Ile de Mayotte" indicates the palce where the rented vehicle can run.

§ 2 - RENTAL CONDITIONS

You must provide all supporting documents, all needed information to your rental place and in particular : your identity, your address (home and e-mail), your home phone number, number and issue in of your driving licence and the issue in, and your mean of payment. Otherwise, your booking will not be valid.

Before the delivery of the vehicle a second type of identification will be asked as electric or phone invoice (home phone only) less than 3 months validity, with your firstname, lastname, and the same address you gave at the booking time and the credit card , which number must be the same you indicated when you booked, in order to take an authorisation to cover additional fees which are not include in your reservation and the amount will be debited automatically at the car return, in accordance with conditions of the § 5 of these General Terms and Conditions.

CAUTION: If you do not have required document's or if we can not have the bank authorisation before the delivery of the vehicle, or if you do not come up with our rental expectations or if you give false information on you at the booking time, we will not be able to rent you a car and the totality of the pre-paid amount will be a **LAGON LOCATION INTERRENT** property.

Driver must have valid driving licence of more than 36 months, which corresponds to the category of car rented. He must also have more than 21 year old (required age could be more important for certain category of vehicles).

CAUTION: Opening hours are indicated in our website and at our stations. The pickup of vehicles outside of the lessor's business hours shall be prohibited.

§ 3- THE VEHICLE

3-1 THE VEHICLE CONDITION

During the handover of the vehicle a transfer protocol is generated for each rental. Please verify the correctness of the stipulated odometer reading, tank level and inform an **INTERRENT** staff member of any discrepancies immediately.

A vehicle condition is joined to your contract. You are responsible to write down before you leave the station all noticeable defectiveness which no figure on the form. Otherwise we considerate to have deliver a vehicle according to the decrypted condition.

Unfortunately we will not be able to confirm complaints concerning apparent damage which has not been notified before the pickup.

You must return the vehicle in the same condition of the pickup. Restoration fees due to the renter failure will be paid on surcharge of the rental price under reserve of stipulations of "optional contractual guarantees".

CAUTION: All our vehicles have stickers with our brand. You do not have to remove or to change them; otherwise you will have to pay repairs fees.

3-2 PROHIBITED USES.

According to the principle of penalties of persons, you are responsible of committed infringements during all your rental. You are then informed that your personal data could be communicated to the police, and legal authorities who could ask them.

You take the responsibility to use the car as a good "family father" and not be under the influence of drugs or all substance which could affect driving according to the driving code. You have to use it in its prior destination, which means for a personal vehicle, is mainly transport of people for free and for utility vehicle is mainly for the carriage of goods.

We would like to draw your attention to the utility vehicle dimensions which means you have to pay attention in different operations (for the reverse gear for example) and could make impossible the crossing of some infrastructures road (tunnels, bridges, etc.), which the maximum height is signalled before according to the laws.

CAUTION: Shocks on the top motor or low motor are not covered by damage guarantees except to prove the case of absolute necessity.

You do not have to use the vehicle:

- To rent it again;
- To carry passengers for money – to carry much more passengers than indicated on the registration document of the vehicle.
- To participate in motor sport events, vehicle tests and driver safety training.
- To transfer the car to additional drivers not stipulated in the rental contract.
- To perform any others acts that exceed the contractual use.
- To push or to pull an other vehicle (are allowed only vehicles with hook – maximum burden 1000 kg)
- To drive on non suitable road for motors where the surface or the state of maintenance can present risks for tyres or for organ under the vehicle.
- To commit intentional offence.

Goods and luggage in the vehicle, plus their package do not have to damage the vehicle, or to run abnormal risks to passengers.

When you park, even for few minutes, you commit yourselves to lock the vehicle and to use the anti- theft alarm on the vehicle.

You should never let the car unoccupied with the key in the contact. Without the keys your theft guarantee won't be recognized.

In case of loss & damage, you must transmit to **INTERRENT**, as soon as possible, the accident report or the receipt of the loss report given by the local authorities and keys and documents of the car.

CAUTION: § 3-2 state on the minimum obligations to respect during the rental.

3-3 MAINTENANCE / BREAKDOWN

While the vehicle is in the renter's custody, the renter shall be required to ensure that the vehicle is adequately serviced in terms of oil, water and tire pressure. It must also be ensured the vehicle is correctly refuelled. Failure to comply that causes damages to the vehicle shall render the renter fully liable due to gross neglect. As this, renter has to be careful to the warning signal on the dashboard and has to take right measure, as to stop urgently .We provide the vehicle with five wheels in good state according to highway code.

In case of breakdown only (without accident) you can profit of a assistance service for 1,50€ per day. Conditions of this road side assistance are exposed in the following § 8 "Insurance Condition, Roadside assistance and helpful advices" of these General Terms and Conditions.

The agreed upon rental fee includes at least 100 free kilometres per calendar day. Excess kilometres driven shall be paid for pursuant to the applicable price list. In the event of odometer failure, the kilometres driven shall be calculated in the basis of 500 kilometres per calendar day.

CAUTION: **LAGON LOCATION INTERRENT** do not commit himself to provide you a particular type of car or with a specific colour and reserves the right to proceed to change if necessary.

§ 4- DURATION OF THE RENTAL

4-1 NOTION AND CALCULATION

The renter shall be required to return the vehicle to the agreed upon **INTERRENT** return location upon expiration of the agreed upon rental period during the business hours of said location.

Under penalty of exposing the renter to penalty delay of 30 € including all taxes.

CAUTION: The duration of the rental agreement is 30 days maximum, without possible extension.

CAUTION: If the renter returns the vehicle prior to the end of the rental period, this shall not relieve the renter of the obligation to pay the rental fee. It shall be to the renter's discretion to prove that **INTERRENT** was able to rent the vehicle to another party.

4-2 RETURN OF THE VEHICLE, CONDITION OF THE VEHICLE.

The vehicle shall be returned at the agreed upon time, however, no later than 15 minutes after that time. Returns that are 16 minutes or more minutes late shall incur a fee.

Extensions of rental periods shall be made only during the business hours with a staff of the rental station. The rental agreement ends with the check in of the vehicle, and the return of keys to the station to an **INTERRENT** agent with uniform. Do never return keys to people in the parking who pretend to be **INTERRENT** agents.

The vehicle shall be returned in the condition it was received in. This means in particular that the vehicle shall be externally and internally cleaned if necessary and refuelled, and returned to the condition it was when picked up. Otherwise, 75€ including all taxes for the cleaning of additional fees will be charged. The cleaning of the vehicle will be established during the check in, in your presence.

The vehicle is given with full tank level and has to be returned with the same condition.

Otherwise additional fees for «fuel service» of 20 € inclusive of tax will be charged plus the missing fuel (current rate will be applied for the fuel).

We invite you to assist to the check-in to confirm with one of our agents for the inspection report before leaving the station in order that both parties notice any discrepancy and to avoid to both parties eventual disagreement. But if you choose to leave the parking without the check in of the vehicle, you have to sign before the inspection report to confirm your agreement to let us to check the vehicle without your presence, and as consequence if a discrepancy is noticed in your vehicle, if the vehicle is not cleaned, if the tank is not refuelled, if allowed kilometers are exceeded, you will pay additional fees according to the § 5 of these General Terms Conditions.

In case you return the vehicle without keys, the renter shall refund keys and them will be invoiced to him with repatriation fees of the vehicle according to the § 5 of these GTC.

The lessor should not be responsible for the goods forgotten in the vehicle at the end of the rental.

CAUTION: Only the return of the vehicle, vehicle's documents and keys to an **INTERRENT** agent at the station at opening hours permit to close the contract.

RECALL: Your responsibility is involved until the end of the rental agreement.

EXCEPTION: In case of the seizure of the vehicle, **INTERRENT** has the right to cancel the rental agreement as soon as the renter will be informed by the local legal authorities.

All uses of the car which could carry a damage to the lessor would authorise this one to cancel the contract.

In the event of loss, the rental agreement is stopped as soon as we receive the deposit of the complaint carried out at the qualified authorities.

In the event of accident, the rental agreement is stopped as soon as we receive the accident report filled by the renter or the eventual third person.

§ 5 – PAYMENT

5-1 THE PRICE

Price is paid in advance and can not be reduced, or added with a promotional offer. Confirmation of the booking by payment can not be transferable.

The lessor reserves the right to use the credit card provided by the renter for billing of any potential costs and fees (for ex : child safety seat) to be passed on the rented for a period of 3 months after the rental.

The same valid credit card used for the booking must be presented at picked up in order to take security deposit to cover in advance eventual supplementary fees which are not included in your booking and which amount will be automatically debited at the return.

The renter already accepts the debit on his bank account of the amount of non waiveable excess and all others additional fees, in particular in case of loss and damage.

Renters are interdependent of payment of the whole cost of the rental.

The renter accepts expressly that the non-payment of only one invoice on its date of current liability or unpaid invoices, permit **INTERRENT** to require the immediate restitution of the rented car.

5-2 SECURITY DEPOSIT

Upon activation of the rental a security deposit which amount depends one part of the category car rented and other part of costs for any extras selected during the vehicle pick up shall be blocked on the renter's credit card. If the deposit is not authorised by the bank, we should not be able to deliver the car. Failure by the bank to approve the security deposit upon rental activation shall not release the renter from the obligation to pay the rental costs.

The renter is automatically covered when he chose a price including the guarantees of damage and loss (LDW) deferred on the contract, a guarantee deposit equal of the amount of the non waiveable excess will be at the charge of the renter in the event of damage and loss.

The deposit will be to the lessor in the event of damage due to the renter or in the event of loss and this up to the damage supported by **INTERRENT**. Without damage and loss, and in the hypothesis that there are no supplementary fees at the check in, the amount of the deposit will be refund at the end of the rental agreement.

5-3 CANCELLATION AND FEES

All cancellation must be carried out on the web site www.interrent.com and take effect at the date and time the cancellation has been recorded in the processing system of INTERRENT. The confirmation of the cancellation will be sent to the costumer by e-mail.

The amount of the prepaid booking will be refunded after the cancellation fees have been calculated according to these rates:

- **More than 31 days before the check out: no fees will be asked**
- **From 30 days to 15 days before the check out: 10% of the amount of the rental will be asked**
- **From 14 days to 8 days before the check out: 30% of the amount of the rental will be asked**
- **From 7 to 2 days: 50% of the amount will be asked**
- **And less than 2 days: 100% of the amount will be asked.**

No refunding will be due if the customer does not rent the vehicle at the date and time reserved .

No refunding will be due also if the deposit which must be obtained at the pick up of the vehicle can not be obtained.

CAUTION: In the event of refunding, it will be done in the 30 days after the date the processing system of **INTERRENT** take your cancellation.

§ 7 – OUR CONTRACTUAL GUARANTEES

7-1 LOSS AND DAMAGE GUARANTEES

If you chose a price with contractual guarantee of damage or loss of the vehicle (like mentioned or ticked on contract), your responsibility is reduced to the amount of the non waiveable excess, fixed amount which will be invoiced to the renter in case of damage or loss.

The non waiveable excess is about:

850 € including all taxes in event of damage (one excess by damage) to the vehicle

If the real damage of the renter is less important than this amount, only the less important amount will be at your charge.

If your responsibility is completely come out, and as soon as we obtain the refund of the third person, this amount will be completely returned.

7-2 DOWNFALL OF GUARANTEES

Drivers who are indicated in the Rental agreement, and whom the renter is responsible, could not pretend to the benefit of loss and damage guarantees (LDW) of the vehicle. These guarantees are valid only in Mayotte Island, and during the rental agreement. If you do not respect one of conditions stipulated in the § 2,3-2,4-2, of these General Terms and Conditions, it will lead to the downfall of the contractual guarantees. The renters will be then fully responsible of damage in the conditions of the public liabilities.

§ 8 – INSURANCE CONDITIONS, ROAD SIDE ASSISTANCE, AND HELPFULL ADVICES

8-1 INSURANCE AND PUBLIC LIABILITY

All our vehicles of **INTERRENT** fleet are guaranteed for physical and material damage you could cause on a third person after an accident with the vehicle, in view to satisfy the insurance obligations prescribed in the article L 211-1 of the Insurance Code. Our insurer name's figure on the certificate of insurance.

CAUTION: In order to not be removed of the benefit of the guarantee, you must respect geographic traffic limitations mentioned in the § 3-2.

You must also respect the terms of the General Terms and Conditions about car driving, in particular ones about the driving licence, the respect of security conditions and forbidding to take part to rally or competitions or tests, using for tow or for traction of others vehicles. Otherwise, if the responsibility of the driver is proved, the insurer reserves the right to exercise at least a resort at his name or our name against the said driver or the renters of the vehicle.

8-2 GENERAL CONDITIONS OF ROADSIDE ASSISTANCE

During all your rental agreement with **RISSCAR INTERRENT**, you can profit without additional charge of a minimum service of road assistance, only if it is linked to the use of the vehicle, in the event of breakdown only.

§ 9 – PROOF AGREEMENT

The picture of the contract will be stocked on a physical permanent support. It is stipulated between both parts that this picture will have legal value of an original document.

§ 10 – ASSIGNMENT CLAUSE OF COMPETENCE

For all disputes arising from or about this contract, Saint Denis shall be the agreed upon place of jurisdiction. Law of 6.01.1978

To exert your right of access or of correction, or to oppose you to the communication data concerning you to other trade companies, you can send to us an email at: interrent@somiva.com