

## TERMS AND CONDITIONS OF HIRE

By entrusting this Vehicle to You, Leal & Co Ltd, the franchisee of the trade mark Europcar in Mauritius makes a commitment to you and you to them, on the contractual terms and conditions of hire. Any deviation from these terms shall require prior consent in writing from the Company.

### 1-DEFINITIONS AND GENERAL PRINCIPLES

The various notions to which these terms refer shall be construed as provided hereunder. The hire contract is made on a personal basis, and may not be transferred.

"You", "the Hirer", means the drivers and payers mentioned in the hire contract and those signing it, who are deemed to be the Hirer.

"We", the Company", means Leal & Co Ltd, whose registered address is at Motorway M1 Pailles

"The Vehicle " means a passenger car let to you for the duration agreed under, the Hire Contract.

"Damage" the term "damage" shall be construed to mean any physical damage to the Vehicle, apart from Glass Breakage and/or tyre punctures.

"Glass Breakage" any type of damage (other than that caused intentionally by the –Hirer or those persons for whom the Hirer is responsible) to the windscreen, side, sliding and rear-windows as well as to lenses, rear-view mirrors and lights of all types, which is not the result of a separate accident.

"Theft" of the vehicle shall include vandalism, theft of accessories and attempted theft.

### 2- PRE CONDITIONS FOR HIRE

You are required to give us, with supporting evidence, all the essential information to draw up your hire contract and in particular your identity, address, the category and date of issue of your driving license, and the form of payment for your hire. Any driver must be at least 21 years old and have held a valid driving license for at least twelve months, corresponding to the vehicle category to be rented.

By entering into a sales or service contract with our company, you are required by law, under the Mauritius Data Protection Act 2017 and the General Data Protection Regulations (European Union) 2016/679, to provide us with your personal data for operational and legal purposes and which shall be retained in accordance and in compliance with legal requirements. Your personal data shall only be used for the purposes of this contract and shall not be further processed or disclosed without obtaining your express consent You are hereby informed that your personal data may be shared with third parties where it is required in order to operate this contract. The Company shall take all reasonable steps to ensure that all its agents, partners and sub-contractors comply with the all the provisions set out in above laws. The Company shall provide you with reasonable access to such information as is necessary to ensure that it is complying with the above laws. You have the right to make further inquiry to the Group Data Protection Officer: [gdpo@leal.lealgroup.com](mailto:gdpo@leal.lealgroup.com)

### 3-THE VEHICLE

#### 3-1 THE VEHICLE'S CONDITION

A document describing the Vehicle's condition is attached to your contract. You agree to put on it in writing, before departing from the station, any apparent defect not described. If not, we shall be deemed to have delivered a Vehicle complying with the said document.

We are unfortunately unable to accept claims relating to apparent Damage not reported at the time of departure.

You must return the Vehicle in the condition in which you received it. Any and all costs of repairs arising out of or in connection with the Hirer's misconduct, fault or in the absence of fault on the part of a Liable Third Party shall be added to the cost of hire, subject to the terms of section 7 "Optional contractual waivers".

#### 3-2 USE OF THE VEHICLE

**In accordance with the principle that penalties must be specific to the offender, You are responsible for the offences committed during the term of the hire.** Accordingly, You are informed that your personal details may be communicated to the police authorities at their request and in such event, You will be liable for any fine payable and an additional administration fee will be charged to You. You hereafter explicitly authorize the Company to charge your means of payment, such as a credit card, with the corresponding amount.

**You undertake to use the Vehicle in a responsible manner, and in particular, without being under the influence of alcohol, narcotics or any other substance which may have an adverse effect to your driving ability, as laid out in the Road Traffic Act,** and in accordance with its intended use, which, for a passenger vehicle, means mainly the carriage of persons on a gratuitous basis.

Furthermore, any infringement of such regulations entails the obligation for the Hirer to indemnify the Company for any loss, damages, claims and/or consequential losses.

CAUTION: Should you misjudge the Vehicle's dimensions, impacts to the top and bottom body-work are not covered by the damage waiver, subject to proof of force majeure.

In particular, you may not use the rental Vehicle:

- for sublet;
- for carrying passengers for hire or reward;
- to carry a number of persons in excess of that mentioned on the vehicle's registration certificate;
- to take part in rallies, contests, or trials, wherever located;
- to give driving lessons;
- to push or tow another vehicle (except vehicles fitted with a tow-hook -maximum load 1,000 kilo;

- on roads unfit for motor vehicles, or the surface or condition of which involve risks for the tires or parts under the vehicle;
- to commit an intentional offence.

The goods and baggage carried in the Vehicle, including their packaging and fastening, shall not damage the Vehicle or cause unreasonable risks to its occupants. When You park the Vehicle, even for a short stop, You undertake to lock the Vehicle and to use the alarm and/or anti-theft devices fitted to the Vehicle.

You should never leave the Vehicle unoccupied with the keys in the ignition. If the keys are not returned, this will entail invalidation of the Theft cover.

In the event of Damage You must inform the Company by phone within 24 hours of the Damage.

In the event of Theft, You must IMMEDIATELY inform the Company by phone, report same to the police and send to the Company the receipt from the police that you made a report of the Theft within 2 (two) days, and remit the keys and documents of the Vehicle to the Company.

In case of accident and Damage, you must IMMEDIATELY inform the Company by telephone.

In the event of a serious accident (including where one or more persons are injured), you must report the accident within the next 4 hours to the nearest police station.

CAUTION: Article 3-2 lists the minimum obligations to be observed during your custody of the vehicle.

### 3-3 MAINTENANCE \_MECHANICAL PROBLEMS

During your hire and according to the mileage travelled, You will be required to perform customary inspections (oil level after having travelled in excess of 1,000 kilometers, tyre pressure, etc.) in accordance with reasonable and prudent use. The Hirer shall remain alert to any signal from the warning lights on the Vehicle's dashboard, and shall take any necessary actions where necessary, such as an emergency stop.

The Vehicle is provided to you with tyres in a condition and number meeting the traffic-legislation requirements. In the event of Damage to any one of them otherwise than by ordinary wear and tear, latent defect or force majeure, You undertake to replace it immediately at your own expense with a tyre of the same size, type and brand. In the event of mechanical breakdown or accident, you are provided with a 24hr assistance service, included in the price of the hire. The terms of this assistance are set out in the "Rental Guide" brochure put at your disposal in all the Europcar rental stations.

If the odometer has not run for a reason other than technical malfunction, the Hirer shall pay for mileage on the basis of 500 kilometers per rental day.

Any modification to, or mechanical interventions on the vehicle are forbidden without the prior authorization of the Company.

## 4- DURATION OF THE HIRE

### 4-1 DEFINITION AND COMPUTATION

A rental contract has a maximum duration of 30 days. The Hirer agrees to return the vehicle to the company on the date specified in the hire contract, under penalty of civil and criminal legal proceedings.

The hire duration shall be determined on the basis of indivisible periods of 24 hours, starting from the time when the vehicle is made available; you are allowed, however, a 59-minute tolerance at the end of the hire before a new period of 24 hours is applied.

If you wish to renew the contract it is your responsibility:

- a) to go to the EUROPCAR station that will be indicated to you by the car hire agent ;
- b) to carry out a verification on the Vehicle, together with a EUROPCAR employee ;
- c) to pay the rental costs and any additional charges due at the close of the existing contract;
- d) and to sign a new contract.

The renewal of a monthly contract is strictly subject to the preceding provisions. Furthermore, non-observance by the Hirer of these provisions for monthly rentals will render him/her automatically liable for payment to the Company of a contractual penalty of (50) euros including VAT (for each day the Vehicle has been kept beyond the expiry date of the contract), in addition to the cost of the rental and without prejudice, concerning the Hirer, to any civil or penal proceedings which may be opened against him/her on the grounds of non-return of the Vehicle.

### 4-2 END OF THE HIRE

The Hirer shall end upon return of the Vehicle, its keys and documents at the Company's counter to a uniformed Europcar agent. In no event will You return the keys to persons present on the car parks and claiming to be Europcar agents. In the event that the Vehicle was to be returned without its keys, the cost of their replacement will be charged to the Hirer, as well as that of bringing the Vehicle back. The company shall bear no liability for property left in the Vehicle at the end of the hire.

CAUTION: Only transfer of possession of the Vehicle, documents and keys to the Company's agent during the agency's opening hours shall put an end to the hire contract.

Reminder: You are liable until the end of the hire contract.

Exceptions: if the Vehicle is confiscated or seized, the hire contract may be terminated as right as soon as the Company is informed by the judicial authority or Hirer. Any use of the Vehicle detrimental to the company shall be cause for the latter to terminate the contract as of right.

In the event of Theft, the hire contract shall end upon delivery to the company of the complaint lodged with the appropriate authorities by the Hirer. In the event of accident, the hire contract shall end upon delivery to the company of the agreed statement of facts duly completed by the Hirer and any third party concerned.

## 5-PAYMENT

Hirers shall be jointly liable for the cost of hire.

The estimated cost of hire and services is payable in advance. It includes the cost of the rental, calculated on the basis of the rates in force when the contract is signed; any additional fees or costs of options accepted by the Hirer, the various contributions relating to supplementary insurance or waivers taken out, to all of which will be added 20% and also, if applicable, the deposit as well as the estimated fuel service charge indicated in the "Rental Guide" brochure. For any payments made by bank card, the main driver must be the cardholder. In any case a pre-authorisation will be obtained for the deposit at the time of check-out. At check-in, and apart from pre-paid rentals, unless the Hirer presents another means of payment accepted by the Company. The Hirer accepts to be charged on the same account the amount of excess charges and other charges in the event of Damage to or Theft of the hired Vehicle.

### 5-1 DEFAULT OF PAYMENT

If the due date of payment shown on the invoice has expired, the Hirer will be charged a penalty on the amount due calculated at the legal interest rate in force increased by 10points. The Hirer explicitly agrees:

- 1.That failure to make a single payment when due, or delinquency or payment shall entail immediate maturity of all outstanding bills, and the cancellation by right of contract, and,
- 2.The right for the Company to demand immediate return of the Vehicle.

### 5-2 APPLICABLE PRICES

The prices applicable to the hire, supplementary services, and optional waivers or insurance shall be those in force at the time of the contract's signature, and based on the information You have provided (duration, return station, etc.). Any charge to such information shall entail application of a different rate, corresponding to the revised conditions.

The Vehicle is provided to you with a full tank. You shall return it in the same condition. If not, You will be invoiced for the refuelling charge and for the missing fuel.

### 5-3 DEPOSIT

The amount of the deposit shall depend on the category of Vehicle hired and on the supplementary waivers taken out. It is intended to cover any loss incurred by the Company as a result of Damage to or Theft of the vehicle. Its amount is specified in the 'Rental Guide' brochure and, at the time of hire, on your contract.

If the Hirer has not taken out the optional contractual waivers (Damage and/or Theft), the deposit shall amount the Hirer's maximum liability, according to the category of Vehicle made available, as specified in the 'Rental Guide' brochure.

If the Hirer has taken out the optional contractual waivers for Damage (CDW mentioned or ticked on the contract) of Theft (TW mentioned or ticked on the contract), only a deposit equal to the non-reimbursable excess charge amount to be borne by the Hirer in the event of Theft or Damage will be required.

The requirement for a deposit may be reduced or eliminated entirely, depending on the subscription of optional contractual waivers which reduce the Non-Waivable excess (cf. Art. 7-1 below)

The deposit shall accrue to the Company in the event of Damage caused by the Hirer in the absence of a liable Third party or in the event of Theft of the Vehicle (subject to the contractual waivers specified below), to the extent of the Damage suffered. If there is no Damage and/Theft, the deposit actually paid shall be refunded at the end of the hire, subject to a 21 (twenty-one) day cashing period for checks.

### 5-4 FOREIGN EXCHANGE CONVERSION OF PAYMENT

The foreign Hirer holding a Visa or MasterCard (with a base currency other than the Euro) may benefit from the conversion facility into the world's base currency when paying for the rental with of his/her card. The EUROPCAR rental agent offering this facility to the Hirer will enter the customer's reply into the system and the rental agreement will specify the option chosen. In that case, the Company will take care of the currency conversion, using an exchange rate based on the Reuters index, with 2.75% exchange fees. If the Hirer wishes to change his/her mind, he can do so by making the appropriate declaration when returning the Vehicle to the EUROPCAR counter and will be given his final invoice in Euros. If for some technical reason the Company were to be unable to provide this service if a foreign Hirer holding a Visa or MasterCard credit opted to pay in Euros, then the conversion into the base currency of the card would be carried out according to the conditions of the cardholder's bank.

## 6- LIABILITY IN THE EVENT OF DAMAGE

### THE HIRED VEHICLE OR THEFT THEREOF

You are responsible for the Vehicle in your custody. In the event of an accident, with or without the involvement of an unidentified third party, you are required to fill in an accident report form and to give it to your EUROPCAR rental condition no later than 3 (three) working days after the accident. If this has not been done, and should the Company be subject to a claim made directly by a third party's insurer, you will be charged with an administration fee of 120 euros. In any event you will be liable for an obligatory administration fee of 50 (fifty) euros (including VAT), which will be reimbursed if your absence of liability is confirmed. These charges will be added to any amount invoiced under the excess/non-waivable charge or the reduced excess/non-waivable charge (see Article 7-1 below), even over and above the maximum amount applicable to the latter, as the case may be, and are due even if you have subscribed to the total excess waiver (in particular within the scope of the Super Cover SLDW or of a pack including such cover). In the event of Theft of the Vehicle or Damage to it for which You are responsible, or in the absence of fault of any liability of an identified third party, you shall indemnify the Company for the Damage actually suffered (amount estimated by means of motor engineer's report and based on the foreseeable cost of repairs or market value of the Vehicle and, where applicable immobilization costs, administrative costs, etc.)

At the end of the hire, in the event of Damage and/or Theft, you shall be charged an amount equivalent to the non-waivable amount invoice (see Guide rental available in the rental agencies). If the actual amount of Damage incurred by the company is mitigated (Vehicle recovered within 60 days, contributory or complete liability of a third party, etc.) the Hirer(s) shall be reimbursed to the extent of that mitigation. This liability shall be limited if you have taken out the 'limited liability' waivers for damage of theft specified under Article 7.

## **7- OUR OPTIONAL CONTRACTUAL WAIVERS**

### **7-1 DAMAGE AND/OR THEFT WAIVER TERMS**

To bring down your liability to the level of the Non-Waivable Excess, you can subscribe to the optional contractual waiver to cover damage to ("CDW") and/or theft of ("TW" or all-in damage and theft cover "SLDW") the rental Vehicle, which are mentioned or ticked on the contract, or any other identical or similar all-in cover, if it is not already included in our rates.

You also have the possibility of subscribing to additional optional waivers covering Damage and Theft, which enable you to reduce the amount of the Non-Waivable Excess or, depending on the type of vehicle (car, van, prestige), eliminate it completely. These additional covers, entitled "Super Garantie Dommages & Vol" (SLDW) "Pack Serenity" (SER Pack), "Pack Serenity Plus" (SERP-PP) or any other all-in product which may subsequently be put on offer, are duly explained in the "Rental Guide" which their nature, scope and applicable conditions, in particular the Excess amounts.

The above mentioned covers are taken out at the start of the rental against payment of a fixed fee per rental day and this is confirmed by the corresponding abbreviation being present or ticked on the contract, as well as an indication of any applicable residual excess.

These covers, even if they provide for the total elimination of the excess, do not cover damage to the upper bodywork, or to the under-body, nor if there is invalidation of covers, in accordance with the terms of Article 7-2 below, which remain fully applicable.

No cover is provided in respect of Damage to or Theft of goods carried in the Vehicle.

Depending on the level of cover taken out, you may be charged for each Damage event with the Non-Waivable Excess or Reduced Non-Waivable Excess, the level of which varies according to the Vehicle category and is indicated on the contract, at the start of your rental and in the "Rental Guide", available in all Europcar stations.

If the actual Damage account incurred by the Company is lower than this amount, you will be charged the lower of the two.

If you bear no responsibility whatsoever, and upon refund from the liable third party, that amount charged will be refunded to you in full.

### **7-2 INVALIDATION OF WAIVERS**

Drivers not specified in the hire contract, for which the Hirer shall remain liable, are not entitled to the benefit of the collision Damage or Theft waivers for the Vehicle. Failure to comply with any of the terms explicitly set out under Articles 2, 3-2 or 4-2 hereof shall cause the contractual waivers taken out to be voided. The Hirer shall then be liable for the full cost of the claim in accordance with generally-applicable law governing liability.

## **8- INSURANCE /ASSISTANCE**

All our Vehicles are covered by The SWAN Insurance. You may also take out optional driver, passenger and personal effect insurance.

## **9- Governing Law**

Any disputes between the Parties arising out of or in connection with the hire of a Vehicle shall be governed by the laws of Mauritius and the courts of Mauritius shall have exclusive jurisdiction thereof.