

## **RENTAL - EXTENSION**

The rental rate and the amount of the deposit are determined by the applicable rates and are payable in advance.

In no case may the deposit be used to pay for an extension of the rental period.

In order to avoid any dispute and in the event the renter wishes to keep the vehicle for longer than stated on the rental contract, the renter must, after obtaining the rental company's agreement, pay the amount corresponding to the additional time before the current rental period expires.

In the event of late payment, each additional unauthorised day shall be invoiced at twice the rental rate and, in the event of an accident, any damage to the vehicle shall be invoiced to the renter in its entirety.

Each 24-hour period started shall be considered to count as a full day.

## **USE OF THE VEHICLE**

The renter agrees not to let any other person, other than the renter himself or herself, or any other person authorised by the rental company and for whom the renter has agreed to act as guarantor, drive the vehicle.

The rental company shall request payment of damages for use of the vehicle for any purpose other than that intended by the manufacturer.

The return of a damaged or broken-down vehicle, from outside the metropolitan area to the initial renting location, shall be at the expense of the renter.

## **COMPLIANCE WITH REGULATIONS**

Once the renter is in possession of the vehicle, the renter shall be solely responsible for the vehicle and, pursuant to article 21 of decree 58 - 1216 of December 15th, 1958, for any fines, tickets, reports and customs prosecution made against him or her.

Minors below the age of 18 may only rent a scooter with the signed agreement of their parent or guardian.

## **TRAFFIC RULES**

Users of vehicles for the handicapped, including 3- and 4-wheel scooters, are subject to traffic regulations for pedestrians **if they travel at walking pace**

**(Article R412-34).**

If the fact of driving on the pavement could have a significant impact on other pedestrians, **the disabled person travelling in a wheelchair may in all cases**

**use the road (Article R412-35).**

## **CONDITION OF THE VEHICLE**

By taking the vehicle, the renter acknowledges that it is in good working condition. The renter may not claim indemnification for an incident or accident that interrupts his or her use of the vehicle due to malfunction of the vehicle nor by this fact consider himself or herself free of the commitments associated with the rental. The renter may not make any modification to the vehicle, nor change it in any way.

## **TYRES**

The rental company shall pay for all tyre maintenance and replacement required as a result of normal use of the vehicle, but not for maintenance or repair required as a result of driver inexperience or error, accident when driving with a flat tyre, skidding, etc.

After acknowledging that the tyres are in good condition on receipt of the vehicle, the renter may in no case claim incidental tyre blow-out, even if this leads to an accident, as a reason for freeing himself or herself from the commitments associated with the rental.

Punctured tyres and the associated repairs shall be at the expense of the renter, at the applicable rates.

## **MAINTENANCE AND REPAIR**

If, while being driven, the vehicle breaks down and repair is subsequently necessary, the renter shall telephone the rental company, which will inform the renter of the steps to be taken. If the renter cannot contact the rental company, the renter must park the vehicle until he or she is able to contact the rental company.

## **INSURANCE - DEPOSIT**

As soon as the vehicle is handed over to the renter, the renter shall be solely liable for the vehicle with respect to third parties, pursuant to the provisions of article 1384 of the French Civil Code. Nonetheless, on condition that the vehicle is only driven by the renter or other authorised driver, the renter shall be insured:

1° For an unlimited amount for any financial consequence arising from his or her third-party liability for INJURY or PROPERTY DAMAGE LOSSES TO THIRD PARTIES (damages resulting from fire or explosion are limited to €2,286,739). Material damage between RASCAL vehicles are excluded from this warranty and will be the subject of a claim made against the renter, to the amount of the deposit, as stated in paragraph 2.

**2° In the event of at-fault accident (with a third party or not), the rental company may not claim, from the renter, more than the amount of the deposit paid by the renter and stated on the back of this contract.**

Excluded from the guarantees stated in 1° and 2° are accidents that arise when the drivers are under the influence of alcohol and / or narcotics, if the accident is due to the obvious inebriation of the driver or is the result of competition, a bet or a game, or is intentional.

**3° For fire and theft of the rented vehicle, with the amount of the deposit deducted.**

**The deposit is retained to cover any harm suffered by the rental company due to fire or theft of the vehicle or its accessories.**

**In the event of bad faith on the part of the renter, charges for breach of trust may be laid against the renter.**

4° Driver warranty: Driver injury resulting from an accident is covered.

This warranty covers the driver by applying the rules of common law of criminal liability in order to assess the injury. If a third party is liable for any injury, the Driver's Warranty shall apply as an advance against indemnification. It shall be paid in settlement of injury to the driver, regardless of the permanent nature of the injury suffered.

The maximum amount covered by the warranty is 10,000 euros. In the event of death, this amount shall be paid and excludes all additional indemnification.

## **5° VEHICLE PAPERS**

Electric scooters for the disabled do not require vehicle registration documents.

## **VEHICLE RETURN**

The vehicle, which shall remain the property of the rental company at all times, must be returned by the renter or at the renter's expense to the offices of the rental company during business hours. It is expressly agreed that when the agreed rental contract expires and unless said contract is expressly renewed, the rental company may immediately repossess said vehicle without formalities and without a court order, from whomsoever should be in possession of it, and shall retain the right to claim additional damages for the harm caused. The renter expressly agrees that he or she shall not abandon the vehicle without the prior written consent of the rental company. If the renter cannot return the vehicle, it shall be returned at the renter's expense.

## **MANDATORY FORMALITIES IN THE EVENT OF ACCIDENT**

- In the event of accident or fire, the renter agrees that within 48 hours he or she will give the rental company a written statement describing the incident, stating the driver's first and last names, age, address and driving licence number, the name and address of the injured party and the names and addresses of all witnesses, in addition to all relevant information concerning the incident.

- In the event of theft, the renter agrees to immediately inform the rental company and the police.

- The renter agrees to send the rental company, on receipt, all documents received from injured parties, letters indicating reservation of rights or claims, subpoenas, summonses or assignments of civil or criminal proceedings that he may receive, and duly authorises the rental company to take all remedial action. The rental company may not be held liable for any act or transaction that has not been made by the rental company.

- If a third party is in any way liable, the renter may only take action for the harm he or she has personally suffered after obtaining the agreement of the rental company, and may only engage proceedings against the person at fault with the rental company's agreement. The renter may not invoke the responsibility of a third party to refuse or suspend payment of any repair costs or damages that the renter is obliged to pay, for any reason whatsoever, to the rental company.

## **CUSTOMER RELATIONS RASCAL and HANDILIB SCOOTERS**

**In the event of dispute or dissatisfaction on your part, please do not hesitate to inform our customer relations department, which will process your request.**

**200, rue André Philip - 69003 Lyon - France +33(0) 810 10 00 70 + 33(0)975381130**