



## **SCOOT'NOMAD (JONAS SARL) GENERAL RENTAL CONDITIONS**

*SCOOT'NOMAD (JONAS SARL) is hereafter referred to as "Renter"*

*The client is hereafter referred to as "Tenant"*

### **1. THE RENT**

**1.1** By the following document, the Renter agrees to rent the identified vehicle to the Tenant to the particular conditions (below, "the vehicle").

The Renter may substitute any other vehicles showing, as far as possible, similar characteristics to the vehicle, what is expressly accepted by the Tenant. Vehicles presented in this website are advisory only and the Renter shall not be held responsible in case of a difference with the one made available to the Tenant.

**1.2** The Tenant pledges himself to respect the rights and obligations of the present contract, and declares having examined the vehicle, and to have fulfilled, with a representative of the Renter, the vehicle's condition form at the starting point, and before the signature of the present contract.

### **2. THE TENANT, THE DRIVER(S)**

**2.1** Before the signature of the Contract, the Tenant will have to produce the following document:

- For the Tenant natural person: a driver's license of the principal driver as well as of the authorized driver(s) if needed, a proof of domicile, an approved means of payment and an identity card (National Identity Card or passport).
- For the Tenant company or association: A K-bis extract (or foreign equivalent), a management approval for signing authority along with a purchase order, the driver's license of the principal driver as well as of the authorized driver(s) if needed, an approved means of payment.

**2.2** The principal driver and, if needed, the additional driver(s) authorized by the present Contract will have to produce a valid (in France) driver's license of more than two years and be at least 20 years old for a 125CC.

The principal driver of a 50CC will have to be at least 18 years old and hold the diploma in road safety (BSR) or the B permit if he was born after 1987.

**2.3** The rental is strictly personal, every sublease rentals are forbidden.

The Tenant is the only person in charge of the vehicle and, if this is not the Tenant himself, of the principal drivers. He is also responsible for, if needed, the additional authorized driver(s). The Tenant pledge himself to not let any other people to drive the vehicle except the principal driver and, if needed, the additional authorized driver(s), except in case of force majeure proven by the Tenant.

### **3. THE VEHICLE**

**3.1** The Renter provides the vehicle to the Renter in good working condition and equipped with its administrative circulation permits. The vehicle's condition is carefully described in the vehicle's condition form established by the Renter and the Tenant before the signature of the present contract, and before the departure of the vehicle.

**3.2** The Tenant must return the vehicle in the same condition as established before the departure. To this end, the Tenant will fill the vehicle's condition form with a representative of the Renter when the vehicle is returned.

**3.3** If the Tenant does not sign the vehicle's condition form when the vehicle is returned, the Renter will submit it to an independent expert of its choice within 72 hours of the return of the vehicle. The report established by the expert shall be binding on the parties.

**3.4** In case of discrepancy between the condition of the vehicle at the departure and upon its return, the Tenant will have to take over all the reclamation costs.

**3.5** The Renter shall notify to the Tenant, within 15 minutes before the departure, all the mechanical issues established in the use of the vehicle. Otherwise, it will be considered to have been repaired to good mechanical condition.

**3.6** The Tenant pledges himself to make a safe and normal use of the vehicle and only use it for personal needs. All the consequences of an abusive or careless use will be charged to the Tenant. In particular, the Tenant will strictly observe the French traffic regulation. The vehicle must be exclusively used in the area defined in this Contract and on open and passable roads adapted to the vehicle.

In addition, the Tenant agrees to NOT use the vehicle:

- for the transport of persons or goods for financial rewards
- for learning to drive
- outside of passable roads adapted to the vehicle
- for sports competitions or its preparation
- for illegal or immoral purposes
- for advertising or promotional purposes of any kind
- overloaded (passengers and/or goods)
- for any other drivers than those approved in this Agreement.

**3.7** The Tenant will use the vehicle by taking the necessary precautions, including by constantly checking water levels, oil, and tires pressure and, if needed, top up the fluids to an appropriate level thanks to the right products and means, at his own cost.

**3.8** The Tenant shall ensure that the vehicle is, outside of its periods of use, locked and that the anti-theft devices are activated. The locking systems and the potential anti-theft devices of the vehicle, as well as the documents of the vehicles and the contract duplicate, should not be left, even temporarily, in the vehicle.

## **4. DURATION**

**4.1** During the term of the rental fixed by the Contract, the Tenant has the custody and control of the vehicle. He has the obligation to return it to the Renter at the end of the contract period and during the opening hours of the offices of the Renter. Failing the return during the opening hours, the Tenant will retain the custody and control of the vehicle until the next opening hour time of the offices.

**4.2** The Tenant shall also return the locking systems and potential anti-theft devices and the documents of the vehicle. Failing that, the vehicle shall be considered as not returned and the rental will be charged until the effective restitution of the vehicle and from the latter systems, devices and documents.

**4.3** The rent is per 24-hour period. If this period is exceeded, a new day will be charged.

**4.4** During the rental, the Tenant could apply for an extension beyond the initial term, by sending an email to the Renter or by contacting him by phone.  
If available, the extension will result in a writing issue by the Renter, by e-mail if possible. Upon the reception of such written agreement, the Tenant agrees to sign, as soon as reasonably possible, an Amendment to the Contract presented by the Renter.

**4.5** In case of careless and / or abnormal use, and should the Tenant fail to comply with any of his obligations, the Renter may terminate the rental with immediate effect or refuse any extension of the rental.

## **5. FINANCIAL CONDITIONS**

**5.1** The amount due for rental consists of a package as detailed in the Tariff and must be paid within the deadlines confirmed at time of booking and specified in the General Rental Conditions. The amounts are payable in Euros.

### **Are included in the rental Tariff:**

- The vehicle rental for the period fixed in the confirmed booking;
- The insurance covering the vehicle;
- Any applicable taxes;
- The options selected.

### **Are not included in the rental Tariff:**

- The security deposit;
- The possible additional expenses contained in the General Rental Conditions.

**5.2** The fuel remains under the Tenant's responsibility, which will have to return the Vehicle with the same level of fuel that the one figuring in the vehicle condition form established at the start. If not, the fuel inflated by lump sum according to prices will be charged to the Tenant.

**5.3** In case of offence, the amount of the fines and/or tickets will be billed to the Tenant.

**5.4** A 1000€ deposit will have to be paid at the signature of the contract, either via a previous bank transfer, or via 2 checks on behalf of the Tenant, payable to the Renter: A 500€ check will be returned at the vehicle restitution time, with a potential deduction for the rehabilitation

costs, and a second check of 500€ will be held until 15 days after the restitution, and then returned after a potential deduction of the fines or the rehabilitation costs not known at the vehicle restitution time.

**5.5** The amount of the rental is payable according to the following conditions:

- 50% of the bill has to be paid within the 8 days that follow reservation confirmation
- Then, 50% of the bill has to be paid the 1<sup>st</sup> day of rental at the latest

Every non-paid reservation is automatically considered as cancelled and the deposit remains acquired to the Tenant as compensation.

- If the reservation comes less than 4 weeks before the starting date of rental, the entire amount has to be paid within the 8 days that follow the confirmation of reservation and, in all cases, 24 hours before the starting date of renting.

- In case of non-presentation of the Tenant at the starting date of the rental, the rental is automatically considered as cancelled and the deposit remains acquired to the Tenant as compensation.

**5.6** In case of cancellation of the rental - which can be done only with registered letters with acknowledgment of receipt addressed by the Tenant to the Renter- the cancellation expenses are the following:

- Notified Cancellation until 8 weeks before the starting date of renting: the Renter holds 25% of the rental estimated amount

- Notified Cancellation until 4 weeks before the starting date of renting: the Renter holds 50% of the rental estimated amount

- Notified Cancellation to the starting date of housing: the Renter holds 90% of the rental estimated amount

- After the starting date of rental, no restitution will be done.

- In case of early restitution of the Vehicle, no reimbursement will be done.

## **6. THE INCIDENTS**

**6.1** In case of mechanical failure or deterioration of the Vehicle or of its equipments, no repairs will be done without the previous and written agreement of the Renter. In case of urgency, the agreement can be given by telephone and confirmed in writing by the Renter. The Tenant will keep the bills of the repairs done with the previous agreement of the Renter.

**6.2** In case of accident, the Tenant will have to signal it immediately to the Renter, except in case of force majeure proven by the Tenant.

Except in case of force majeure, the accident report, filled diligently, legibly and workable by the Renter, will have to be provided to the Renter within the 48 hours after the accident, signed by all the parties involved in the accident.

If it is not possible to provide an accident report, the Tenant will provide the police report established at the accident time to the Renter, as soon as reasonably possible.

In the case of non-compliance with these obligations, the Tenant will remain liable to the Renter of amount of the entire harm suffered by the Renter.

## **7. THE INSURANCES**

**7.1** The Renter subscribed a civil responsibility insurance and damage to the third that covers the Tenant. The conditions of the insurer are available to the agency.

Are assured in the Territory and during the rental period : the Tenant and the driver(s) authorized by the Renter figuring in the present Contract (General rental conditions). In case of non-restitution of the Vehicle by the Tenant to the expected date, neither the Tenant nor the authorized driver(s) will still be covered by the assurance after that date.

**7.2** In the event of an accident, the financial responsibility of the Tenant is limited to the management fees (100 EUR including VAT) if the Tenant is not responsible for the loss, ie when insurers have allocated the total responsibility of claim to an identified third party;

**7.3** Are not insured and the responsibility of the Tenant is fully committed (except when the force majeure is proved): the damages caused and incurred by the Renter and the third party:

- In case of unauthorized use of the vehicle;
- In case of excess of the authorized rental period;
- In case of driving the vehicle by an unauthorized person;
- In case of theft of the vehicle because the keys are given to a person not belonging to the Tenant;
- If the Tenant takes over the vehicle by a false declaration;
- In case of voluntary omission of an accident declaration;
- In case of driving the vehicle under the influence of substances that may change the behaviour (such as alcohol, drugs, medicines ...)
- When the accident or theft is due to negligence or inexcusable fault by the Tenant in the conduct or custody of the vehicle;
- In case of inappropriate appreciation of the vehicle size;
- In case of abandonment or failure to return the vehicle,
- If the Tenant does not transmit in time the accident declaration to the Renter or if the document is unusable;
- In case of damage caused intentionally by the Tenant or its attendants or assignees;
- In case of misfuelling;
- In case of damage to some of the vehicle accessories, i.e. broken glass, rear-view mirrors, damages or theft of tyres, rims, seats damage, locking and anti-theft devices.

**7.4** In the cases mentioned in paragraph 7.3, the amount of work required and the injury will be notified by the Renter to the Tenant as soon as possible.

The Tenant will have to pay the amount of damages inflated by standby charges calculated on the basis of the highest daily rental rate during the considered period as published in the tariffs.

The Tenant expressly authorizes the Renter to collect the amount of the security deposit and agrees to pay any excess amount still due.

If the security deposit exceeds the amount of the damage, the Tenant will reimburse the difference.

**7.5** In case of disagreement on the amount of damages and / or work, notified by the Renter in the paragraph 7.4, the Tenant will be able to request, at its own expense, an expertise by an expert approved by the law court within 5 days of notification by the Renter.

The surveyor's findings are binding for both parties.

**7.6** The following damages and fees are not covered by the Renter and will remain the responsibility of the Tenant, who will be responsible to insure them at its own expenses by a travel insurance:

- > The Renter is not responsible - even after the return of the vehicle – of the disappearance, or damage to articles or goods of whatsoever nature, carried in the vehicle.
- > The cost of travel interruption incurred by the Tenant (accommodation costs, meals, transport and communication, etc..) remain the responsibility of the Tenant.
- > The Tenant is alone responsible for any fines and other offenses personally committed during the rental period. Where applicable, they should be paid or reimbursed to the Renter, inflated by management fees: 50 EUR per offense (VAT included).
- > Except in cases of force majeure proven, the vehicle abandonment will draw the responsibility of the Tenant, who will bear the costs of the vehicle repatriation and any other consequences.

## **8. THEFT**

**8.1** In case of theft or attempted theft resulting in damage to the vehicle or its accessories, equipment, locking or anti-theft devices, the Tenant must declare - except in cases of force majeure - theft or attempted theft to the police and to the Renter within 24 hours of the review and return as soon as reasonably possible to the identified Renter staff the vehicle locking systems and potential anti-theft devices, the contract duplicate, the optional equipment purchased, documents and the theft report receipt. The rental comes to an end on the date of these documents and objects delivery to the Renter staff.

**8.2** The Tenant responsibility will be complete, and consequently the financial commitment of the Tenant will be total, if the provisions mentioned in the paragraph 8.1 are not respected or if the theft or attempted theft is due to the Tenant (including the authorized driver(s), the assignees or attendants) or could be done with his complicity or because of his negligence, particularly in the custody of the vehicle and / or non-use of locking systems and / or anti-theft devices.

**8.3** In the cases mentioned in the paragraph 8.2, the Tenant will have to reimburse to the Renter the value of the vehicle (including VAT) and its accessories on the basis of the Argus value inflated by 10%, or in case of absence of Argus value, on the basis of manufacturer's catalogue prices at the time of the theft inflated by 10%.

The Tenant expressly authorizes the Renter to collect the amount of the security deposit and agrees to pay any excess amount still due.

## **9. "DATA PROTECTION"**

**9.1** Nominative and personal information about the Tenant and the authorized driver(s) will be collected through this website or in agency during the booking process and the rental contract subscription by the Tenant. The data collected is confidential. The Renter shall not disclose to third parties.

**9.2** In accordance with the law, the Tenant has a right of access, communication, modification, rectification and / or deletion of nominative and personal data to collected during the booking and the rental contract subscription, that he/she can exercise by writing by pot mail to the Renter: SCOOT'NOMAD (JONAS SARL) - 10 rue Chartrouse - Montelimar 26200 or by e-mail: [scoot-nomad@live.fr](mailto:scoot-nomad@live.fr).

## **10. INTELLECTUAL PROPERTY**

**10.1** The copyright for graphics, photos, texts rights, logos, etc.. as shown on this website are strictly reserved and cannot be used by the Tenant or by any person without the expressed, preliminary and written permission of the Renter, which is the exclusive owner.

**10.2** The Renter is the exclusive holder of brands and trade names used on this website and on the documents.

**10.3** Any unauthorized copyright and / or brands use and / or trade names by third parties, including the Tenant, will be prosecuted.

**10.4** The creation of hypertext links to this website will also be a prior and written authorization by the Renter.

## **11. APPLICABLE LANGUAGE - APPLICABLE LAW - DISPUTES**

**11.1** The French language is the language applicable to this contract which, in case of difficulties of interpretation or translation, will prevail over all other languages.

**11.2** The present contract is submitted to the French law.

If any provision of this contract is accepted in whole or in part invalid, illegal or non-invocable under French law, this provision or the concerned part shall not be deemed to be part of this contract, the remaining provisions shall remain applicable and full effect.

**11.3** Any disputes regarding this contract or execution which have not been settled amicably shall be submitted to the exclusive jurisdiction of the French courts. However, in the case of disputes concerning a business rental, it will be subject to the exclusive jurisdiction of the Commercial Court of Romans sur Isère (Drôme).