

# **GENERAL TERMS AND CONDITIONS FOR SHORT-TERM RENTAL OF PASSENGER VEHICLES WITHOUT A DRIVER**

## **LOCXPERIENCE**

*Rights and obligations of the lessor and the lessee concerning the provision of the passenger vehicle identified in the rental agreement.*

### **Article 1 – Purpose of the Rental**

LOCXPERIENCE, hereinafter referred to as the **Lessor**, makes available a passenger vehicle without a driver to a **Lessee** designated in the rental agreement.

This rental is governed by these General Terms and Conditions, which the Lessee acknowledges having read and accepted prior to signing the rental agreement.

### **Article 2 – Vehicle Handover**

Taking possession of the vehicle implies unconditional acceptance of these General Terms and Conditions and the specific terms stated in the rental agreement.

At the time of rental, the original driving license of the designated driver(s) must be presented. Each driver must be at least 23 years old and hold a valid driving license for a minimum of 3 years.

The Lessor informs the Lessee by any means of the location and date of vehicle pickup.

The vehicle must be returned to the same location unless a different location was selected at the time of booking or agreed upon by the Lessor. These locations are specified in the rental agreement. Failing this, all costs incurred by the Lessor to recover the vehicle shall be charged to the Lessee.

Vehicle deliveries are carried out according to the area selected during the booking. Exchanges take place either at a gas station or in the city center, by mutual agreement between the Lessor and the Lessee. For safety and security reasons, the Lessor will not travel outside the defined areas.

Delivery fees depend on the zones below (one-way only):

Area	Municipalities served	Price incl. VAT
------	-----------------------	-----------------

<b>Central Area</b>	Fort-de-France, Le Lamentin, Saint-Joseph, Schoëlcher	€35.21
<b>Southern Area</b>	Ducos, Le Diamant, Le François, Le Marin, Le Vauclin, Les Anses-d'Arlet, Les Trois-Îlets, Rivière-Pilote, Rivière-Salée, Saint-Esprit, Sainte-Anne, Sainte-Luce	€72.43
<b>Northern Area</b>	Basse-Pointe, Bellefontaine, Case-Pilote, Fonds-Saint-Denis, Grand'Rivière, Gros-Morne, L'Ajoupa-Bouillon, La Trinité, Le Carbet, Le Lorrain, Le Marigot, Le Morne-Rouge, Le Morne-Vert, Le Prêcheur, Le Robert, Macouba, Saint-Pierre, Sainte-Marie	€105.63

The monthly private customer package corresponds to a 30-day renewable rental and includes a mileage allowance of 1,500 km. Any excess mileage will be charged at the end of the rental period at **€0.50 incl. VAT per additional kilometer**.

The Lessee remains fully responsible for the vehicle until it is taken back by the Lessor.

An additional rental day will be charged if the vehicle is returned more than **29 minutes late** at the end of the rental. The rate will depend on the current season.

Late fees will also apply if the Lessee is more than 29 minutes late for vehicle pickup following delivery at a city center, gas station, or designated location.

No cancellation will be refunded within **72 hours** before the start of the rental. Before 72 hours, bank fees and platform commissions are non-refundable.

### **Article 3 – Duration of Use**

The rental agreement is concluded for a fixed duration specified in the contract and may not exceed 30 calendar days.

The contract takes effect from the date the vehicle is made available to the Lessee until its return.

### **Article 4 – Vehicle Condition**

The Lessor provides a vehicle in good working order, presentation, maintenance condition, and equipped in accordance with applicable regulations.

The vehicle is rented without visible damage, except those noted in the inspection report describing the vehicle's condition, equipment, onboard documents, and mileage. By signing this document, both parties acknowledge that the vehicle complies with the order and that the Lessee is fully informed of the conditions of use and maintenance.

The vehicle is delivered clean and with a full tank of fuel and must be returned in the same condition. Otherwise, the Lessee agrees to pay cleaning fees and fuel replacement costs.

**Custody of the vehicle:** From the time the vehicle is made available until its return, the Lessee assumes full custody and responsibility, both while driving and when parked.

### **Article 5 – Vehicle Maintenance**

Fuel expenses are the responsibility of the Lessee.

The Lessee must regularly check oil levels, water levels, and other fluids.

Tire pressure and condition must be regularly checked in compliance with road regulations. Normal wear is covered by the Lessor. Any damage beyond normal wear will be charged to the Lessee, who must replace tires with identical ones of the same brand.

The Lessor bears all routine maintenance and repair costs (oil changes, lubrication) carried out at the designated garage, excluding vehicle washing and interior/exterior cleaning.

The Lessee agrees to:

- Follow the preventive maintenance schedule recommended by the manufacturer
- Check oil, water, and coolant levels between services
- Immediately inform the Lessor of any defect or anomaly

Failure to do so may result in the Lessee bearing additional maintenance and repair costs.

### **Article 6 – Immobilization and Breakdown**

If the vehicle breaks down for any reason, the Lessor will arrange assistance as quickly as possible.

If agreed upon and specified, a replacement vehicle may be provided, without obligation to be identical.

The Lessor shall not be held liable for any damages resulting from vehicle immobilization or breakdown.

### **Article 7 – Vehicle Damage**

The Lessee agrees to use the vehicle responsibly and in accordance with its intended purpose.

The Lessee is liable for losses or damage other than normal wear, including damage resulting from:

- Goods themselves, their packaging, loading, unloading, or insufficient securing
- Use of unsuitable or damaged infrastructure
- Any other cause attributable to the Lessee and not foreseen by the manufacturer

Dangerous goods (flammable, explosive, or odorous substances) are strictly prohibited.

### **Article 8 – Accident**

In the event of an accident, fire, or theft, the Lessee must:

- Inform the Lessor immediately and provide an accident report or written statement within 24 hours

- File a report with the competent authorities and provide the original police report within 24 hours

Failure to comply will result in termination of the rental agreement without prejudice to damages owed to the Lessor.

### **Article 9 – Passenger Transport and Prohibited Uses**

The Lessee is responsible for exceeding the authorized payload or passenger capacity stated on the registration document.

The following uses are strictly prohibited:

- Subleasing
- Vehicle modification or trailer towing
- Taxi or public passenger transport
- Towing other vehicles or driving lessons
- Use outside the department where the rental took place
- Motorsport activities
- Betting or challenge participation

Any breach will make the Lessee liable for resulting damages (loss of earnings, repair costs, etc.).

### **Article 10 – Insurance**

The Lessor provides insurance covering:

- Civil liability
- Theft and fire (including natural disasters)
- Glass breakage
- All-accident damage
- Roadside assistance up to €150

The insurance deductible is **€1,400 per claim**.

### **Exclusions include:**

- Tires, rims, mirrors, underbody and body damage
- Incorrect fuel usage
- Lack of maintenance or normal wear
- Interior damage
- Theft of personal belongings
- Intentional damage

- Driving under the influence or outside authorized areas

Insurance coverage may be denied if:

- The vehicle is used beyond the agreed return date
- The original key is not returned after theft

### **Article 11 – Price and Payment**

Rental prices are fixed and payable in advance.

Mileage is unlimited except for monthly packages.

**Security deposit:** €900 via bank pre-authorization or Swikly link. The amount is not debited but blocked and released after vehicle return, minus any applicable charges.

### **Article 12 – Vehicle Return**

The vehicle must be returned clean and with a full tank.

Cleaning fees of **€50** and fuel costs apply otherwise.

Any damage or missing equipment will be deducted from the deposit. Loss of use will be charged at **70% of the daily rental rate**.

Failure to return the vehicle or original key may result in legal action.

### **Article 13 – Termination**

Any breach of these terms will automatically result in termination of the contract without prejudice to damages.

### **Article 14 – Fines**

The Lessee remains fully responsible for fines, penalties, and traffic violations and agrees to reimburse the Lessor for any amounts paid on their behalf.

### **Article 15 – Dispute Resolution**

An amicable settlement is recommended.

Failing this, the competent court is that of the registered office of **LOCXPERIENCE**.