



TERMS AND CONDITIONS

1. In this agreement **(a)** 'Authorised Driver' means the driver designated by the Customer and authorised in writing by RAC to drive the vehicle **(b)** 'CDW' means Collision Damage Waiver **(c)** 'Customer' means the 'personne physique ou morale' by or on behalf of whom the vehicle is rented under the rental agreement **(d)** 'Insurer' means the insurance company providing insurance cover for the rented vehicle **(e)** 'RAC' means Rent A Car Co. Ltd **(f)** 'Rental Agreement' refers to the present document comprising the filled in form and the terms and conditions **(g)** 'Rental Period' means the period starting from the signature of the Rental Agreement by the Customer until the delivery of the vehicle by the Customer to RAC **(h)** 'Vehicle' means the vehicle described in the filled in form.
2. RAC agrees to rent to the Customer who accepts the vehicle described in the rental agreement under the terms and conditions contained therein.
3. The Customer has been given an opportunity to **examine the vehicle before taking possession** of it and upon such inspection is satisfied that the vehicle is in good running condition for the purpose for which it is rented.
4. The Customer shall provide to RAC **a copy of his passport and/or Identity Card and driving licence** and/or those of his authorised driver prior to signing the Rental Agreement.
5. The Customer undertakes to pay to RAC in advance and in full all fees and charges for the rental of the vehicle together with a **deposit of Rs 25,000/- (twenty five thousand rupees)** to cover additional costs, expenses and damages incurred by RAC during the rental period.
6. The Customer and/or his authorised driver shall be more than 18 years of age and holder of a valid driving licence for at least 12 months prior to rental. No person other than the Customer or his authorised driver shall be entitled to drive the vehicle unless so authorised in writing by RAC.
7. The Customer shall pay to RAC at the time of booking for the rental of the vehicle a booking fee equivalent to one day rental fee. All booking cancellation shall be made at least 48 hours before the delivery of the vehicle failing which the booking fee shall be forfeited as cancellation fee. In case the cancellation is made after delivery of the vehicle, RAC reserves its right to retain in whole or in part the fees and charges already paid by the Customer for the remainder of the rental period.
8. **Neither RAC nor its insurers shall be responsible for any loss or damage** caused to the Customer, the vehicle or third parties as a result of:-
 - (a) **misuse of the vehicle by the Customer and/or his Authorised Driver;**



- (b) the Customer and/or the Authorised Driver being under the influence of alcohol, hallucinatory drugs, narcotics or barbiturates whilst driving the vehicle;
 - (c) any breach of the present agreement generally by the Customer or his Authorised Driver who shall indemnify RAC and/or any third party for any loss and/or damage sustained therefrom.
- 9. During the rental period, the Customer shall take care to heed the warning lights on the vehicle's dashboard and take appropriate action to prevent a deterioration of the vehicle's functions. In case the vehicle needs mechanical intervention, the Customer shall immediately report to RAC.
- 10. The Customer and/or his Authorized Driver shall not tamper with the vehicle or cause the vehicle to be tampered with. All damages caused to the vehicle as a result of such tampering shall be borne by the Customer.
- 11. In the event of an accident, the Customer shall either fill in or sign together with the other party an Agreed Statement of Facts (ASOF) a copy of which shall remain with the Customer or report the accident to the nearest police Station. The Customer shall also fill in an insurance claim form provided by RAC and both forms as the case may be shall be remitted to RAC within 48 hours from the accident. In case the Customer has failed to comply with the above described requirements and RAC is subject to a claim from the third party's insurer, the Customer shall forfeit the deposit. In case of an accident involving the vehicle and one or more vehicles and injuries to persons the Customer shall report the accident to the nearest police station within 4 hours thereof and notify RAC immediately.
- 12. The Customer shall use his best endeavours to cooperate with RAC and its insurer during the investigation, the institution of any claim judicial or extra-judicial and the defence of any prosecution or action in relation to any accident including the swearing/solemn affirmation of any statement and/or affidavit, if need be.
- 13. In case the responsibility of the Customer is established in connection with any theft or damage sustained by the vehicle, RAC reserves its rights to claim the full cost of repairs or insurance excess from the Customer.
- 14. During the rental period, the vehicle shall be under the custody of the Customer who shall be wholly responsible for any damage sustained or caused by the vehicle. The Customer shall not sublet or assign the rental rights to the vehicle.
- 15. The Customer undertakes to keep the vehicle property locked and secured whilst not in use and to take all reasonable care of the vehicle against any loss or damage during the rental period.
- 16. The Customer shall ensure that the vehicle does not suffer any overload of persons and/or goods transported during the rental period.



17. In case the Customer wishes to rent the vehicle for a longer period than the initial rental period, the Customer shall notify RAC thereof and settle all fees and charges for the extension at least 24 hours prior to the expiry of the initial rental period.
18. At the expiry or after the extension of the rental period as the case may be, the Customer undertakes to surrender possession of the vehicle to RAC at the agreed time and place failing which the Customer shall be liable for all resulting costs and expenses incurred by RAC who reserves its right to recover possession of the vehicle by all ways and means.
19. The Customer shall be **liable for all penalties relating to offences committed under the Road Traffic Act** and/or its regulations including parking tickets, clamping fines, speeding fines and compound charges during the rental period.
20. In case of breakdown of the vehicle or in case the vehicle loses roadworthiness during the rental period, the Customer shall abstain from using and/or tampering with the vehicle. In such case, RAC undertakes to provide roadside assistance to the Customer 24 hours a day. Calls made by the Customer in case of accident are excluded from this cover. In the event that the vehicle is immobilised after call out, RAC will at its discretion either provide another vehicle or make alternative arrangements for the driver/passenger(s). RAC shall not be responsible for delays and/or losses resulting from the breakdown of the vehicle or any other circumstances.
21. The Customer **shall not use** the vehicle:-
 - (a) **for the carriage of passengers for hire or reward;**
 - (b) **for racing, pace making, reliability trials, speed testing or driving lessons;**
 - (c) **for propelling or towing any other vehicle;**
 - (d) **for any use affecting the loading and/or condition of the vehicle;**
 - (e) **for any illegal purpose and/or in violation of the provision of any legislation, order or regulation.**
22. The Customer acknowledges that any property placed by the Customer and/or his Authorised Driver and/or any other passenger during the rental period shall be under the responsibility and at the risks of the Customer who shall be responsible therefor.
23. The Customer hereby authorises RAC and its insurers to use his name and to act in his stead in any judicial or extra-judicial proceedings and/or in the event of any claim by or against RAC and/or any prosecution against RAC in connection with the Customer's use of the vehicle and to provide the police authorities with the Customer's personal details, if need be.
24. RAC may terminate the rental agreement at any time for any breach of the Rental Agreement by the Customer and/or his authorised driver by notice to the Customer who shall deliver possession of the vehicle to RAC forthwith. The



provisions of the rental agreement shall continue until the possession of the vehicle has been surrendered to RAC and the Customer has fulfilled all the obligations incumbent upon him under the rental agreement.

25. The rental agreement shall be governed by and construed in accordance with the Laws of the Republic of Mauritius and the Mauritian Courts shall have full jurisdiction to hear and determine any action or dispute arising out of or in connection therewith.