

McRent Holding GmbH - France – Terms and Conditions

1. Scope and Subject Matter of the Contract

1.1 Before making your reservation, please read carefully these Standard Terms and Conditions that apply to every rental contract for motorhomes between a hirer and a McRent rental station.

The following Standard Terms and Conditions form an integral part of the rental contract concluded between the Hirer (hereinafter referred to as the „Hirer“) and the local McRent rental station that hires the vehicle out to him/her. The collection of the vehicle by the Hirer is regarded as acceptance of these Terms and Conditions without reservation.

1.2 The sole subject of the contract with the Rental Firm is the hiring out of the motorhome for a fixed period of time. The Rental Firm is under no obligation to provide any travel services. The Hirer will organize his/her journey himself/herself and will make use of the vehicle on his/her own responsibility. All agreements between the Rental Firm and the Hirer must be concluded in writing.

2. Rental Conditions

2.1 The rented vehicle may be driven by the Hirer and the drivers named not later than upon collection of the vehicle. The Hirer is obliged to disclose to the Rental Firm the names and addresses of all drivers to whom he/she intends to leave the vehicle, even if only temporarily.

2.2 The minimum age of the Hirer and of every driver is 21 years. Moreover, the Hirer and any other drivers must have been in possession of a valid Class B driving license for at least three years. The Hirer must be in possession of a valid identity card or passport. In the event the Hirer cannot present a respective driving license and a valid identity card on the day of collection of the vehicle, the reservation will be automatically cancelled subject to the conditions set forth under Item 5 below.

2.3 Please note that some of the Rental Firm's vehicles have a total weight of more than 3.5 tonnes and that an appropriate Class C driving license is required for driving such vehicles.

In such a case, the Hirer must inform himself/herself in advance about the technically admissible gross weight of the vehicle offered to the Hirer.

If the vehicle has a total weight of more than 3.5 tones, the Hirer and the drivers must be at least 25 years old.

3. Rental Charges and Rental Period

3.1 The rental charge results from the Rental Firm's price list in force on the day of the Hirer's reservation request for the respective rental period. These prices can be found on the McRent website under www.mcrent.fr and can be requested from every McRent rental station.

3.2 The gross rental charge includes the following:

- unlimited mileage;
- accident insurance subject to the conditions set forth under Item 13 of these Terms and Conditions;
- FIAT mobility guarantee for the chassis of the motorhome without superstructure (body shell). In case of a problem with the chassis attributable to a defect in material or workmanship, the Hirer undertakes to immediately contact the FIAT CAMPER SERVICES under 0080034281111 who will give him/her the necessary information (free call from the fixed network; possible charges for calls from a mobile phone according to the rates of the network operator). A manual „FIAT CAMPER ASSISTANCE“ is handed over to the Hirer before collection of the vehicle;
- external cleaning of the vehicle;
- 2 gas cylinders, one of which is full, the other one in use;
- cleaning products for the chemical toilets;
- manufacturer's support service.

The vehicles are at least equipped with the following elements included in the rental charge:

- a cable drum
- an awning
- an air-conditioning system for the driver's cab
- a bicycle rack
- wheel chocks
- a CEE cable

3.4 The vehicle is hired out for a minimum period of one week (7 days / 6 nights)

3.5 The rental period begins when the keys of the motorhome are handed over to the Hirer and ends upon return of the vehicle keys and documents to a staff member of the McRent rental station.

The day of collection and the day of return together are charged as one day of hire, provided the time the vehicle is returned is not later than the time the vehicle was handed over to the Hirer, except in cases where the Rental Firm is solely responsible for the delay.

3.6 The rental period stated in the rental contract is binding without the possibility of a tacit continuation. Extensions are not permitted, unless with our prior approval. The Hirer undertakes to return the vehicle on the day stated in the rental contract, otherwise he/she may be subject to prosecution under civil or criminal law. In the event the vehicle is returned after the rental period agreed upon in writing, the Rental Firm will charge, as a penalty, the prices according to the current price list per broken hour until the return of the vehicle keys and papers.

3.7 If the vehicle is returned before the expiry of the agreed rental period, the full contractually agreed rental charge is to be paid.

3.8 One-way rentals including the return of the vehicle at a McRent rental station other than the original rental station are subject to prior separate written agreement.

4. Reservations

4.1 Reservations are only binding for vehicle groups, not for vehicle types.

4.2 For becoming effective, the reservation must be confirmed by the Rental Firm in writing.

7. Security Deposit

The Hirer must make a security deposit to an amount of € 1,800.00 (under certain circumstances the amount can be reduced to € 1,000 - see conditions on the website or at the rental station) to be paid exclusively by credit card not later than upon handing-over the vehicle. No other mode of payment will be accepted. That security deposit is collected.

The security deposit will be reimbursed not later than 1 month from the return of the vehicle keys and documents, minus possible amounts to be paid by the Hirer in addition to the rental charge, if any.

7.3 In the case of short-notice bookings (less than 14 days before the beginning of the rental), both the security deposit and the rental charge will be due immediately.

8. Conditions of Collection and Return of the Vehicle

8.1 Before taking the wheel, the Hirer is obliged to take part in a detailed introduction to the vehicle by the local McRent rental station. On that occasion, there is performed a delivery check (check out) and drawn up a record of delivery describing the condition of the vehicle and its equipment that is to be signed by both parties. The Rental Firm is entitled to refuse to hand over the vehicle until that introduction has taken place. If the handover is delayed due to the fault of the Hirer, he/she must bear any costs incurred as a result.

On that occasion, the Hirer must check the operating condition of the vehicle equipment.

8.2 On returning the vehicle, the Hirer is obliged to carry out a final examination of the vehicle together with rental station staff, with a written return report (check in) to be jointly prepared and signed by the Rental Firm and the Hirer. Any damage not specified in the report of delivery that is detected upon return of the vehicle shall be at the Hirer's expense.

8.3 Vehicles can be collected from Monday to Friday between 2 pm and 5 pm (except on public holidays) at a time to be agreed upon with the rental station. In any case, the vehicle must be returned on the agreed day between 9 am and 11 am (Monday to Friday, except on public holidays) at a time to be agreed upon with the rental station. A return on Saturdays is possible, subject to prior arrangement with the Rental Firm and against payment of an additional charge (see current price list).

8.4 All motorhomes are delivered to the Hirer in a clean and perfect operating condition and are to be returned in the same condition. If upon return, it should turn out that a cleaning is unavoidable, the respective costs are to be borne by the Hirer. The Hirer moreover obliges himself/herself to pay to the Rental Firm the costs for the replacement of any missing or damaged accessories. The same rule applies to tyres, unless their deterioration is attributable to normal wear.

8.5 The motorhome is delivered to the Hirer with a full tank and must be returned in the same condition. Otherwise the Rental Firm will charge a lump-sum price for every litre of fuel missing (see current price list). Fuel costs incurred during the rental period are borne by the Hirer.

8.6 In case of a loss of the documents, the Hirer must bear the costs for the issue of new documents in addition to the rental charge.

8.7 In general, all costs, in particular service, cleaning and repair costs, incurred as a result of an error or negligence on part of the Hirer or as a consequence of a failure to comply with these Standard Terms and Conditions are to be borne by the Hirer in addition to the rental charge.

9. Utilization of the Vehicle

9.1 The Hirer is responsible for the vehicle rented by him/her during the time from receiving the keys until their return.

9.2 The hirer and the authorized drivers are strictly prohibited from:

- using the vehicle for a participation in motor sport events or in tests;
- using the vehicle for the transport of inflammable, explosive, corrosive, fire-promoting, poisonous or other dangerous substances;
- using the vehicle for the commercial transport of passengers;
- hiring the vehicle out to a third party;
- smoking in the vehicle. In case of a failure to comply with this prohibition, the Hirer must pay to the Rental Firm, in addition to the rental charge, the costs for cleaning, ventilation and decontamination as well as a loss of profit caused by a temporary non-availability of the vehicle for rental caused by such circumstances;
- transporting any pets without the prior express approval of the Rental Firm. In case of a failure to comply with this prohibition, the Hirer must pay to the Rental Firm, in addition to the rental charge, the costs for cleaning, ventilation and decontamination as well as a loss of profit caused by a temporary non-availability of the vehicle for rental caused by such circumstances;
- using the vehicle for any illegal purposes;
- transporting a major number of passengers than specified in the vehicle registration document;
- loading the vehicle beyond its admissible total vehicle weight;
- hooking a trailer or a vehicle up to the motorhome;
- using the vehicle for driving on rough terrain or on paths that cannot be used without a danger of damage to the motorhome and/or its tyres.

9.3 The vehicle must be treated carefully and appropriately and kept properly locked while it is parked, even if for a short time only. The Hirer must keep the vehicle documents in a safe place on his/her own person.

9.4 The Hirer must check oil and water levels and tyre pressure. He/she is obliged to check regularly whether the vehicle is in a roadworthy condition.

9.5 The Hirer undertakes to treat the vehicle with all due care and to observe the recommendations for utilization given by the manufacturer and the Rental Firm.

9.6 In case of a failure to observe the provisions of the above item, the Rental Firm is entitled to terminate the rental contract automatically, with immediate effect and without any further formalities due to the Hirer's fault. Moreover, the amounts of cover under the insurance are excluded.

9.7 We draw the Hirer's attention to the dimensions of the vehicle that will require increased attention for certain manoeuvres and may make it impossible to pass certain traffic infrastructures (bridges, tunnels, etc.) with a limited height.

10. What to do in the event of an accident

After an accident, theft or fire damage (even in case of a minor damage) that the vehicle is affected by or involved in, the Hirer must carefully comply with the following regulations - otherwise, he/she will forfeit any insurance and will be obliged to fully settle the damage:

- The Hirer must report the matter to the police and inform by telephone the rental station mentioned in the rental contract or the McRent Hotline under 03 88 82 68 25 not later than in the course of the working day following the day of the respective incident.
- The Hirer must not recognize any claims of the adverse party.
- Even in case of a minor damage, the Hirer must submit a written report to the Rental Firm, stating the circumstances, the date, the place and the time of the case of damage as well as the names and addresses of the witnesses and persons involved. After an accident, the Hirer must submit a written report, stating the circumstances, the date, the place and the time of the case of damage as well as the names and addresses of the witnesses and persons involved, their policy numbers and the names of their insurance companies as well as the registration numbers of the vehicles involved. These documents are to be handed over to the Rental Firm upon return of the vehicle at the latest.

After a theft of the vehicle, the Hirer must be able to return the keys, otherwise he/she will forfeit the insurance cover and must refund the total value of the vehicle to the Rental Firm. A document entitled „D'claration de sinistre – aide à la rédaction du constat amiable“ (European accident report) is handed over to the Hirer upon delivery of the vehicle. The Hirer must strictly observe the provisions of that document.

11. Journeys Abroad

For security and insurance reasons, the motorhome may only be used for journeys within the European Union, in Switzerland and Norway. Any journeys to third countries are subject to the prior written approval of the Rental Firm. In any case, the respective countries must be stated on the valid international insurance card.

12. Repairs

12.1 In case the Hirer detects any technical problems in the superstructure (body shell) of the vehicle, he/she must go to the nearest authorized Dethleffs dealer. A list of these authorized dealerships is handed over upon receipt of the vehicle.

12.2 Any repairs that are necessary in order to maintain the vehicle in a good working and roadworthy condition during the rental period may be ordered by the Hirer without consultation up to an amount of €150.00, including labor costs and all repairs together. Repairs going beyond this are subject to the prior consent of the Rental Firm.

12.3 The Rental Firm will bear the repair costs against submission of the original invoices, unless such repair becomes necessary due to a fault or negligence of the Hirer.

13. Insurance

13.1 Our vehicles are covered by a third party motor insurance valid in the countries of the European Union, in Switzerland and Norway.

13.2 This insurance covers motor vehicle third-party liability without limitation for bodily injury, to an amount of € 100,000,000 for damage to property and economic loss, € 1,530,00 thereof for economic loss only, and to an amount of € 1,500,000 for damage caused by inexcusable gross negligence. This insurance does not apply to bodily injury of the driver.

Damage to the vehicle (fire damage, climatic events, theft, damage, damage caused by accident and technological disasters) are covered by the insurance minus a gross excess of € 1,800 to be borne by the Hirer. The amount of that excess is reduced to a gross amount of € 500 in case of breakage of glass and of € 380 for every vehicle damaged by natural disasters.

The gross amount of the excess is reduced from € 1,800 to € 1,000 when the Hirer chooses the option „reduction of the excess“ at the price according to the current price list before receiving the vehicle.

We draw your attention in particular to the dimensions of the vehicle that will require increased attention for certain manoeuvres and may make it impossible to pass certain traffic infrastructures (bridges, tunnels, etc.) the maximum height of which is shown in advance according to applicable law.

ATTENTION: In case of damage to the vehicle caused by a failure to observe height limits, the admissible total vehicle weight, by a poor assessment of the dimensions and, in general, in case of damage to the superstructure (body shell) of the vehicle hired-out to you, you are liable for all repair costs within the maximum liability limit for that kind of damage.

13.3 Our insurance does not cover:

- damage to high part of the motorhome (roof, alcove, as well as all parts of the vehicle in a height of more than 2.50 m);
- tyres;
- car radio;
- personal effects;
- damage to the interior of the vehicle;
- frost damage.

13.4 The vehicle is only insured for the contractually agreed rental period. After the expiry of that period, the Hirer must take care of any damage and incident that the vehicle is affected by or involved in personally, unless an extension was expressly accepted by the Rental Firm in advance.

13.5 Moreover, the insurance cover is excluded and the Hirer is liable for fully settling any damage in the following cases:

- in case of damage caused by intent or fraud on part of the Hirer or the driver;
- when damage is caused while the Hirer is under the influence of alcohol or drugs;
- if the Hirer or the driver have given false information and were not of the required age or were not in the possession of the legally prescribed required and valid licenses and permits;
- if the Hirer or a driver to whom the Hirer has let the vehicle has committed hit-and run driving;
- when the Hirer violated duties under Item 10, unless the breach of duty has not had any influence on the determination of the cause of the damage and the amount of the damage;
- when the damage was caused as a consequence of a use of the vehicle in breach of Item 9;
- when any damage is caused by a driver who was not named upon renting the vehicle;
- when damage is caused by a failure to observe the vehicle dimensions;
- when damage is caused by a failure to observe the regulations as to additional load and total vehicle weight.

13.6 According to the principle of limitation of penalty claims to the author, the Hirer is solely liable for any infringements under penal law that are committed during the time he/she has the vehicle in his/her possession. He/she must pay the respective fines.

13.7 The Hirer is jointly and severally liable, together with the drivers, for the conditions of the contract and its appendices.

14. 24-Hour Assistance

In case of mechanical, electrical and/or electronic breakdown/defects or of accidents as a consequence of which the vehicle cannot be operated, you must contact by telephone the rental station mentioned in the rental contract or the McRent Hotline under 03 88 8268 25 within 24 hours. You will receive the assistance

service of the manufacturer that is included in the price of your rental contract and the conditions of which are set forth on the vehicle information sheet.

In case of technical defects, our liability is limited to the assumption of the costs of the transport back home of the Hirer and of the passengers not exceeding limits of the number specified in the vehicle registration document. It covers the assistance for the vehicle and the persons transported in case of a mechanical defect or an accident. The assistance is applicable in all countries specified on the international insurance card. It is available 24 hours a day, 7 days a week.

The Hirer has the option to choose an additional assistance service as described in the leaflet „Conditions d'assurances et d'assistance“ (additional accident and break-down cover) that is handed over to the Hirer together with his/her contract. Costs: according to the current price list.

15. Data Protection Act»

According to the Data Protection Act of 6 January 1978, every hirer has the right to access to and correction of the data referring to him/her. If you want to exercise this right and receive an information about the information referring to you, please contact the firm

McRent France in 1b rue de la Porte Brisach 67600 x SELESTAT.

16. Effective Date

These Standard Terms and Conditions enter into effect on 13 March 2007. In case of amendments to the Standard Terms and Conditions of Business of McRent, there apply the Standard Terms and Conditions of Business in force on the date the Hirer submits his/her request for reservation on the McRent website.