

# 1 General

- We offer our services to all customers worldwide. Our website comes in 2 languages, i.e, English and French. You can select languages on the top part of the home page.
- The mutually rental contract becomes valid as soon as we confirm availability of the vehicle. The booking confirmation may take up to 48 hours.
- Your arrival flight number is important so that we'll be punctual. You shall present all necessary documents and sign a car rental contract with the company.
- We cannot – under any circumstances – accept liability for material and personal damages or other liabilities that could arise from partaking in road traffic.
- In case the booked car model cannot be delivered, another model of equal or higher category (according to our rental rates) can be provided.
- You have the right to cancel the booking free of charge until 48 hours prior to vehicle pick up. After that, we charge a cancellation fee of 10 % of the invoice total. This also applies when the car is returned early.
- Rental includes unlimited mileage, local taxes, insurance, road tax, 24 hour road assistance, additional driver and free delivery and collection of car.

# 2 Condition of the vehicle and hand-over

- You have to be present at the time of both hand-overs. Existing damages have to be noted in the rental contract.
- You have to return the vehicle in the same flawless condition, in which you received it.
- The initial fill level of the fuel tank is indicated on the rental agreement form. If the fuel tank was full initially, the vehicle must be filled up within 3 km of the drop off location. If there is not the same amount of fuel in the tank, you will be charged for the missing amount. Penalties may apply depending. The outstanding amount has to be paid on the spot in cash or by credit card. If the amount of fuel in the tank is more than the initial fuel level, this does not entitle you to a refund.
- We also have “Buy a Fuel Tank” as extra. In this case, while booking the car, you can opt to buy a fuel tank. The car will be delivered to you tank full and you return the car with any amount of fuel.

- In case the condition of the rental vehicle is not acceptable to you, please report this to the owner on the hotline and give us the opportunity to amend. Refunds are only possible for the time after we were notified about a shortcoming.
- Part of the deposit will be kept to cover the cost, should the vehicle be dropped in a bad condition. If the exact amount cannot be determined beforehand, the worst case will be assumed until the necessary adjustments are made.
- You will bring the car back at the agreed time and place. If there is a delay of more than one hour, an additional fee which is equivalent to one day's rental fee will be charged.
- Mauricars reserves the right to remedy minor issues within 24 hours without any compensation payable.
- In case of a hotel delivery, inform the hotel reception so as to facilitate entry at the front gate.
- You must return the car to the location you specified, on the date and time specified in this agreement, and in the same condition that you received it, except for the ordinary wear.

### 3 Driving permits

- When picking up the car, you must provide a driver's license which is valid in the respective country and first issued at least two years ago. If the mentioned driver's license cannot be provided or if you do not meet the licence requirement, Mauricars Rental Ltd has the right to cancel the booking at a charge.
- The car can only be driven by you and one additional driver. The name of this driver will be written in the rental contract upon delivery. This driver must fulfill the same aforementioned rules concerning driver's license and age. He/she must be present when the rental contract is signed. If the car is driven by any other person, the insurance coverage is void.
- The usage right is restricted to designated streets. There is no permission to drive on dirt roads, off-road, on the beach or on mountain routes. Routes recommended by a satellite navigation system do not lift these restrictions. Damages resulting from improper driving are to be paid by you, even if they are caused by the additional driver.

### 4 Prices and payment

- Online credit card payments can be done via PayPal in Euro. The prices that were shown to you at the time of booking are part of the contract; later changes in prices do not affect existing bookings. Obvious mistakes regarding prices are not binding.

- While doing online booking, only 10% of the total invoiced amount is requested via Paypal. The balance is payable in cash or card (Visa, Maestro, Mastercard).
- Fuel costs are not included in the rental fee.
- Delivery of cars is free.
- Fees for child safety seats, air compressor are only charged if explicitly booked by you.

## 5 Insurance coverage

- All vehicles are under fully comprehensive cover. Damages caused through drunk driving, gross negligence or disregarding of the rental terms are excluded from the insurance cover. Damages on the bottom of the vehicle, loss or damage of the car keys, as well as personal belongings are not covered.
- Damages to the exterior mirrors are not included in the cover. In case of a cyclone warning of level three or higher, the vehicle may only be used a maximum of two hours after the warning was released.
- The deductible and/or deposit amount which has to be paid by you is Rs20,000/-. The deposit has to be paid in cash or via credit card.
- The deductible is applicable on a per incident basis. Damages not covered by the insurance are to be paid in full.
- You can also opt for a collision waiver at the rate of Rs6000/- non-refundable. In case of accident, you won't be charge any additional payment.
- The insurance does not cover damages caused by a driver not listed in the rental contract or if the driver does not have a proper driver's license. Also, the insurance does not apply when transporting dangerous goods.
- All vehicles must be parked at least 10 meters away from any water edge. Salt water damage is not covered by any insurance policy. Driving on roads mentioned in 3.3 negates any and all insurance cover.

## 6 Mechanical Difficulties / Accidents

- You shall handle the car with care. This includes checking for proper driving condition, oil level and tyre pressure. The car shall be properly locked when unattended.
- You are liable for damages to and loss of the car or breach of the rental contract according to the established liability rules in Mauritius if not covered by insurance.

- After an accident, a breakdown, a fire, damage caused by game animals or other damage of the rental car, you have to inform the rental company and the police immediately. If the police refuse to register the accident, you have to prove this in written form. You agree to cooperate in the investigation of the accident. This includes gathering names, addresses and license plates of all parties involved and to preserve evidence.
- After an accident, the car must not be used without the explicit permission of Mauricars.
- You are liable for damages if he does not fulfill his obligation to report the damage on time or if the damage is intentional or due to gross negligence (including races) or You did not call the police in case of an accident. False statements regarding the circumstances of the accident or damage also cause liability upon you.
- You have a duty to take all suitable actions to avoid unnecessary additional damage.
- Contraventions of road traffic regulations or other laws are to be borne by you.
- In case of a damage which is due to inappropriate driving or non-compliance with these terms, the contract may be terminated by us prematurely.
- If you make repairs without prior authorization by the rental company, no refund payments will be done.
- All these obligations apply to the additional driver, too.

## 7 Privacy policy

- The following data can be stored by us: name, address, email, telephone numbers and customer number as well as open payments. We use this data to handle and fulfill your booking.
- Our website employs cookies. This enables us to keep the data of a started, but not concluded booking beyond a browser session, for example. Furthermore, this enables us to pay commissions to advertisers. You can prevent this by deleting the cookies in your browser.
- Our website uses Google Analytics, a web analysis software which also uses cookies. To learn more, please refer to their website.
- You have the right to request all information we have stored about you. You can also ask us to correct or delete your personal data. Please use our contact form to do so.

## 8 Miscellaneous

- Mauricars is operated under Mauricars Rental Ltd bearing Business Registration Num C17147587.

- There are no oral side agreements. All changes require a written form.
- In case of modifications of these terms, the version that has been active at the time of booking is applicable for the contract. You receives a copy of the terms together with the confirmation of receipt via email.
- If a provision of this contract is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this agreement. In this case, both parties are obliged to find a valid solution that comes closest to the original provision.