

buggs car hire

Terms and Conditions of Rental

For the purposes of these Terms and Conditions of Rental the “*the Company*” “*we*” “*us*” or “*our*” shall be **Buggs Car Hire (S.A.R.L.)**, (Siret No. 488 473 919). The “*customer*” shall be any business, partnership, individual or specified driver who shall enter into a hire agreement with the Company. “*Vehicle(s)*” shall be the car(s) and any associated accessories. In signing the rental agreement you agree to strictly comply with the following Terms and Conditions, which are not transferable without the written consent of the Company.

1. The Vehicles

1.1 All the vehicles on hire from the Company shall remain the property of the Company at all times. At no time can you transfer or sub-rent the vehicle without the consent of the Company.

1.2 The vehicle must only be driven by you or any other person who has been authorised by us and who is included on the rental agreement. You will not allow the vehicle to be driven by any person (including yourself) who is over tired or under the influence of alcohol, drugs, medication or other legal or illegal substances which may impair their consciousness to react accordingly.

1.3 Vehicles will be passed to the customer in good overall operating condition, complete with all necessary documents and accessories. You agree to return the vehicle in the same condition, subject to fair wear and tear, at the time and place stated on the rental agreement. If you fail to return the vehicle on the agreed time and place you will be charged at the relevant 24 hour rate and the customer remains responsible for the vehicle until it is returned.

1.4 The Company’s liability for any defect or failure of the vehicle is limited to the rectification of any defect arising from normal usage.

1.5 Upon signing the hire agreement you and we will check the condition of the vehicle and the Company will provide a record showing any defects. The customer accepts the condition of the vehicle and is responsible for any losses, accidental and non-accidental damages to the vehicle. The customer is responsible for all vehicle accessories, internal and external, and commits themselves to refunding the Company the amount of any insurance excess charges, (see section 6) damage repair costs and or any losses incurred by the Company as a result.

1.6 The customer undertakes to ensure that the Company’s vehicles shall not be used for any purpose beyond its capability, capacity or in a manner that is likely to result in damage or unnecessary deterioration of the vehicle.

These include:

- 1.6.1 carrying of passengers or cargo for remuneration
- 1.6.2 carrying any object or substance which because of its condition or odour may harm the vehicle
- 1.6.3 taking part in any race, rally or off road activity
- 1.6.4 any towing or pushing of any other vehicle or object
- 1.6.5 any illegal/unlawful purpose
- 1.6.6 any auto training

1.7 Vehicles cannot be modified or altered in any way by the customer. Any modifications or alterations will be charged at the cost of rectifying.

1.8 Any damage to or breakdown of a vehicle is to be reported to the Company within 24 hours.

1.9 The vehicles are not to leave the country of France without the written consent of the Company.

2. Charges & Payments

2.1 The customer must be at the agreed location at the agreed time for delivery and collection of the vehicle. If not a penalty charge of 25€ per hour waiting time may be charged. If you fail to return the vehicle on the agreed time and place you will be charged at the relevant 24 hour rate and the customer remains responsible for the vehicle until it is returned.

2.2 Hire charges are based on the period of the contract irrespective of whether or not the equipment is in use.

2.3 Before issuing any vehicle for hire the Company may request a deposit for any amount up to the value of the vehicle.

2.4 The Company will not issue any vehicle for hire until full payment for the hire period is received.

2.5 All quotations and charges are made in €’s, the Company cannot be held responsible for any fluctuation or changes in currency conversion rates.

3. Cancellation Charges

- 100% refund 56 days prior to hire commencement date
- 50% refund 28-55 days prior to hire commencement date
- 25% refund 7-27 days prior to hire commencement date
- 0% refund 1-6 days prior to hire commencement date

4. Third Party Insurance cover

4.1 The Company has a legal requirement to provide third party cover and this is included in all rental charges.

4.2 Our automobile liability insurance policy meets all legal requirements and protects us, you and any authorised driver against legal claims from any other person for death or personal injury or damage to any other person’s property caused by use of the vehicle.

4.3 In the event that any third party suffers death, personal injury or damage to property caused by use of the vehicle which involves a breach by you or any authorised driver of any of the terms and conditions of this Rental Agreement, you agree to reimburse us if we are obliged to compensate (i) the insurers for any payment they make to a third party on your behalf and/or (ii) any third party.

5. Insurance Excess

5.1 The vehicles hold an insurance excess charge of 750€ (seven hundred and fifty Euros).

5.2 In the event of damage/theft to a vehicle the customer commits themselves to refunding the Company the amount of insurance excess charges, irrespective of who was driving the vehicle and irrespective of the amount of cost to rectify. Though the Company may choose to reimburse a customer any amount should the costs to rectify be less than the excess amount.

5.3 **Buggs Bonus Insurance:** On condition that you comply with all the terms on this agreement and that the damage or theft is not caused by negligence or intentionally by you or any named additional driver, or by any unauthorised driver, your liability may be limited if you purchase a **buggs bonus insurance package**.

If you accept the **buggs bonus insurance** option, by paying the specified daily charge, your liability to pay the insurance excess, in the event of an insurance claim, will be waived. The **buggs bonus insurance**, does not include damage to glass, wheels and tyres, for which the customer is fully responsible for. If you choose not to accept the **buggs bonus insurance**, the customer will be liable to pay the Company the full excess of 750€ in the event of an insurance claim.

6. Refuelling Policy

6.1 The Company shall endeavour to supply the vehicle to the Customer with a full tank of fuel. The exact level will be noted on the Agreement prior to the hire period commencing. The Customer accepts to return the vehicle at the end of the hire period with the identical amount. Any shortfall will be charged to the Customer at current pump prices, plus a 20€ administrative fee.

6.2 The customer will be responsible for ensuring the correct fuel type is put in the vehicle.

7. Accidents, Theft, Vandalism or Breakdown

7.1 All accidents thefts, acts of vandalism or breakdowns must be reported to the Company within 24 hours or the earliest opportunity thereafter.

7.2 You must, where possible, report any traffic accident involving the vehicle to the police immediately and report any loss or damage within 48 hours. A supplied Accident Report Form, must be completed with any Third Party involved, this is a legal requirement in France.

7.3 You must not admit any liability, release any third party liability, settle any claim or accept any form of disclaimer in the event of an accident, but take relevant names and addresses of everyone involved including any witnesses where possible.

8. The Customers Responsibilities

8.1 The customer will be liable to us for all losses and costs incurred by us in the event of loss, damage to or theft of the vehicle, its parts or accessories while on rental. Your liability may include the cost of repairs, loss in value of the vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the vehicle unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party.

9. The Customer & The Enterprise

9.1 On delivery the customer/driver must be a minimum of 21 years of age and present a current full driving license, which the customer/driver has held a minimum of 3 years and correspond to the category of the vehicle being hired, plus one other form of photo identification. This designation is subject to the approval of the Company before the customer is entrusted with the vehicle. Only this person is entrusted to drive the vehicle, additional drivers may be included on the Rental Agreement at a cost of 25€ per driver, as long as they can also fulfil these requirements.

9.2 The customer shall be responsible for the vehicle and ensure that it is locked, secure and use any security devices provided. You must always use seat belts, child seats (which although provided by the Company must be fitted by the customer) and any other safety system provided in the vehicle.

9.3 The customer shall be responsible for conforming to all motoring rules, regulations and laws. The customer is responsible for payment of any fines, road tolls or traffic violations incurred during the hire period, and the Company is legally responsible for passing all the relevant details of the hirer to the authorities when requested (law no. 2003-495 dated June 12 2003 art.81). Should we be required to process such costs we will charge the customer a reasonable administrative charge for dealing with these matters and we shall, on request, provide the customer with copies of all relevant documentation.

9.4 The Company cannot be responsible for any injuries to personnel or loss or damage to property consequential to and arising from the use of a vehicle by the customer.

9.5 In the event of a vehicle not being available for hire due to unforeseen circumstances beyond the control of the Company, the Company reserves the right to substitute or cancel an agreement at any time.

9.6 The Company will not be responsible for any delays resulting from mechanical breakdowns, any other incidents or accidents. The customer, cannot, under any circumstances make a claim against the Company, for damages for delays in the delivery of the vehicle, cancellation of the hire or immobilisation during the hire.

9.7 The Company reserves the right to take back the vehicle at anytime if you are in breach or the rental agreement.

10. Applicable Law

10.1 The Company will always try to resolve all disputes amicably, but when this proves impossible the law of France shall apply.

10.2 Should any part of these Terms & Conditions prove to be unenforceable, for any reason, the remainder of the Terms & Conditions shall remain unaffected.