

TERMS & CONDITIONS OF HIRE

GLOSSARY

"The Tenant" designates the mentioned taker on the front of page on the leasing agreement.
"The Hirer out" designates the rental car company TOGO CARS & TRUCS SERVICES, franchised EUROPCAR.

"The Vehicle" designates a particular EUROPCAR vehicle (PV) which is placed at the disposal by the Hirer out for the duration agreed upon in the leasing agreement. This hiring is governed by the present general terms which appear as an annex of the Leasing agreement.

OBJECT

The Hirer out, gives in hiring the Tenant, the PV according to the description made on the recto of this document. This hiring is governed by the present conditions of hiring whose Tenant admits accepting the terms after to have taken some knowledge before the signature of the Leasing agreement.

1 – COMMITMENTS OF THE HIRE OUT

The Hirer out commits himself to provide to the Tenant the Vehicle in good state of operation with the full of fuel and if necessary, the optional services envisaged. The Hirer out declares that the Vehicle is in conformity with the use envisaged and that it is without apparent damage, those mentioned on the descriptive state of the rented Vehicle which is given to the Tenant at the beginning of hiring. It is up to the Tenant to make there note, before its departure of the agency, any apparent defect who would not appear in it. In the absence of contradictory report, the Vehicle is rate as free from any apparent damage, except contrary proof.

2 - OBLIGATIONS OF THE TENANTS

2.1. Conditions of hiring of a vehicle. The Tenant is designated on the leasing agreement and must meet the conditions below :

- Necessary minimum age of the Tenant : 21 years, except for certain categories of vehicles for which the driver is obligatory, as indicated on the tarif document available in agency.
 - Seniority at the wheel: the Tenant must be titular of a driving license Togolese or if the Tenant is foreign, a valid international license.
 - Category of Vehicle: the Tenant is authorized to lead the categories of Vehicles such as definite on his license, subject to the conditions of age and seniority of driving license.
- Documents required to rent a Vehicle: a driving license recognized by EUROPCAR and a valid identity card (if Togolese) or passport.

2.2. Responsibilities for the tenant

2.2.1. Observance of the regulations and use of the vehicle in "good father of family".

The Tenant commits himself to regulate the price of the hiring according to the agreed conditions and compensates the Hirer out for all the fines and expenses legally with his load, resulting from traffic offences, that this last.
The Tenant commits himself using of the vehicle in accordance with the all other applicable regulation and Highway Code in the authorized territories, and Highway Code in the authorized territories, with his destination.
The Tenant commits himself closing with key the vehicle apart from the periods of control.
Any deterioration of the vehicle which has not been the object of a declaration to the insurance in the 48 hours or which had with a misuse by the driver will be the responsibility of the tenant.

2.2.2. Use of the Vehicle:

The Tenant have to check the oil level of the vehicle the every 1500 kms for the PV. He commits himself pointing out without delay to the Hirer out any anomaly, dysfunctions and breakdowns caused with the vehicle in the course of hiring.
The Tenant have to call the hirer out with the approach of the mileage of draining (all 10 000 kms), the tenant should not make use of the vehicle rented:
*to be relet
*the transport of people subject to payment
*the transport of a number of people higher than that indicated on the automobile license
*to commit an intentional offence
The tenant must carry out a permanent maintenance of the interior and outside of the vehicle.

2.2.3. The Tenant has the legal custody of the vehicle as from the delivery; he of it is consequently responsible.

The Tenant commits himself never not to leave the keys, papers and the Leasing agreement in the aforementioned Vehicle, apart from the periods of control and making sure that the doors are well locked by leaving the Vehicle.
The tenant is committed to park the vehicle rented in a secure place.
In the event of loss of the keys and except emergency, those will be invoiced with the Tenant like, if necessary, the expenses of repatriation of the Vehicle.
Any claim concerning of the apparent damage which will not have been announced at the time of the departure of the agency, could not be accepted.
The Tenant must return the Vehicle in the state in which it received it and, failing this, will be responsible for the damage not noted on the state departure of the vehicle under the conditions of the article 1st of these conditions of hiring.

In case of theft or of effraction of the vehicle:

As from the discovery of the disaster, the Tenant will immediately inform the Hirer out of the disaster and will carry felt sorry for near the competent jurisdictions; he will give under 48h to the Hirer out the receipt of the lodge of a complaint and, in case of theft the keys and the vehicle documents, except emergency.
In the event of infringements, as of the end of the hiring, any expenses of repairing as well as the cost of immobilization will be the responsibility of the Tenant.
In the event of infringements, in accordance with the principle of personality of the barely, the Tenant is responsible for the infringements made throughout hiring. The contact of the Tenant will be communicated to the competent jurisdictions on their request.

In the event of accident:

The Tenant commits himself immediately preventing the authorities of police or gendarmerie, if there are casualties.
Any accident and/or damage affecting the rented Vehicle must immediately be declared with the responsible EUROPCAR park at 90 18 70 06/99 90 90 61.
A report of police, perfectly clear and readable must be given to the hirer out as soon as possible. Lastly, the tenant provided with a copy of his driving license valid commits himself going near the insurer of the hirer out to declare the circumstances of the accident.

3 - CASE OF EXCLUSION OF THE INSURANCES

Any intentional damage, and any damage caused by a driving under influence of intoxication or under the influence of a drug or by a control out of ways intended for the circulation of Vehicles.
Any damage caused by thirds at the time of riots or demonstrations.

4 - DURATION OF THE HIRING AND RESTITUTION OF THE VEHICLE

4.1 Duration of the hiring: The duration of the hiring is calculated by slice of 24 hours, not fractional, as from the hour of provision of the Vehicle, as indicated to the recto. The Tenant profits from a 2 hours tolerance, beyond which one day additional will be invoiced. If the Tenant wishes to preserve the Vehicle beyond the duration envisaged initially at the Leasing agreement, or to restore it in another agency than that initially envisaged, it must imperatively obtain the agreement of the Hirer out as a preliminary. The duration of the hiring is that envisaged with the Contract.

4.2 Restitution of the Vehicle: The restitution of the Vehicle must be done at the agency envisaged and the dates and hours envisaged with the Leasing agreement under penalty of civil and penal legal proceedings. In the event of prevention, the Tenant must inform the Hirer out, by any means and as soon as possible. The hiring ends in the restitution of the Vehicle, its keys and its papers to the counter of the Hirer out; the restitution of the vehicle must be carried out during the opening hours of the agency or on return. Any vehicle restored apart from the hour and opening hours of return remains itself under the responsibility of the Tenant; the hour of restitution of the vehicle, to bring the Leasing agreement and to determine the amount of the invoice, will be the hour of the next opening of the agency. The vehicle must be returned in the state in which it was received. **If the vehicle is returned dirt, a fixed price for cleaning of 10,000 F CFA will be invoiced.** In all the cases, the Tenant remains guard of the vehicle and thus responsible for traffic offences and the degradations caused with the vehicle, until the keys are restored and which a contradictory report on the state of the vehicle is established. In the event of confiscation or of setting under seals of the Vehicle, the Leasing agreement could be automatically cancelled by the Hirer out as soon as this last is informed by the legal authorities or by the Tenant without prejudice to rights and interests of the Hirer out. In case of theft, the Leasing agreement is terminated as of transmission with the Hirer out of the keys, if this transmission is possible and/or as from the lodge of a complaint carried out by the Tenant near the competent jurisdictions.

5 – RATES AND PAYEMENT

The amount of the hiring is calculated according to the rate stipulated in the Leasing agreement. The rate is given according to the furnished information by the Tenant before the departure (time, mileage). Any ascribable modification with the Tenant will be able to involve the application of a rate of substitution. The rates do not include the fuel. The Vehicles are rented with the full of one fuel or the agreed level.
If the Vehicle is not returned with the full one, an increase of 10% will be applied to fuel complement carried out.

6 - ZONE OF CIRCULATION

The Tenant is authorized to circulate apart from Lome (interior TOGO), in Benin and in Ghana. Any displacement apart from TOGO will have to be first official statement with the hirer out in order to enable him to establish the procurement necessary for the passage at the borders. If the Tenant circulates in an unauthorized country with the rented Vehicle, no insurance will cover it, more over it is liable to legal proceedings for diversion of vehicle.

7 – RATES CONDITIONS

The rates are displayed and consultable in agency. The Tenant states to have taken some knowledge and to accept of them without reserve the terms and conditions

8 – LITIGATIONS

Any dispute relating to the execution of the clauses of this contract will concern the jurisdiction of the civil and commercial Court of Lome, to which the parts allocate responsibility by the signature of this convention.

**Signature of the customer preceded by the mention
« Read and approved »**