

## Terms & Conditions

**1) Rates Include** - Unlimited mileage, Third Party Liability, Modifications, Airport Surcharge, Additional Driver, Roadside Assistance, Hotel Delivery Charge where applicable, Out of Hours Service.

**2) Collision Damage Waiver (CDW)** - Collision Damage Waiver/Loss Damage Waiver with excess limits at an additional €10 per day, the customers financial responsibility for loss or damage of the vehicle to the following amounts, so long as it is not caused by driver/renter negligence, or part of insurance exclusions. No CDW hirer has to pay the full cost of the damage. Damage cost may be evaluated from time to time by a damage evaluator with pre-defined charges. With CDW hirer is limited to only pay only the excess of €1,500 for SFAR class or similar and €1,500 for MCMR/EDAV class or similar i.e., Hyundai i10/110/Grand CDW does not cover the renter's personal liability to bodily loss, or property damage. CDW is void should at any time the hirer is seen to have violated any traffic regulations i.e., running a red light, driving over the speed limit, carry more than the authorized number of passengers at any one-time CDW does not cover loss of use.

A Collision Damage Waiver does not cover liability expenses, like damage to other vehicles, property or bodily injury, also, it also excludes accidents and incidents caused by risky behavior. Examples of this are speeding, reckless or off-road driving, negligence and driving under the influence. The renter will be liable for the full cost of those repairs. It's worth noting that several parts of the hire car are not covered by CDW. These include the; windows and mirrors; wheels and tires; undercarriage; engine; the car's interior; flat battery; personal belongings; lost keys; extras, such as GPS, child seats; towing charges, roof, window and side mirror damage.

**1) Deductible Excess payable** is €1,500 for Compact/Economy/Sedan/MDMR/EDAV/EDAR/ MCMR class, €2,000 for SFAR class.

**4) Theft Protection** - Theft protection is charged at €5/day in the event the rental is stolen while in the possession of the hirer or attempted theft of the rental. Theft protection does not cover the loss of the hirer's items inside the rental. Included already if you take the EC.

**5) Third Party Insurance (TPI)** - Third party liability cover. If you are involved in an accident with your hire car, you (the driver) are insured against bodily injury and property damage to a third party up to a certain monetary value. Comprehensive insurance cover available depending on rental class.

**6) Unlimited mileage** - No restriction on mileage driven.

**7) All Local Taxes** - All inclusive

**8) Child Infant Seat** - Roughly from 13 months - 4 years. When requesting it is essential the child's age and weight is advised so the correct seat is supplied.

**9) Hotel Delivery / Collection** - No additional charge for having the vehicle delivered/and or collected from a hotel address located in the North and central part of the country, €15 is applicable for delivery to Hotels located in the Southern part of the country. Hotel delivery address must be advised when making the booking.

**10) Age Requirement** - Minimum and Maximum age requirements for eligible drivers and any restrictions. Minimum age is 21 + 3 years driving experience, maximum 75.

**11) Credit Card Policy** - Visa, Master Cards, AMEX accepted at rental delivery. Online advanced payments (optional) we accept Visa, Master Cards, AMEX

**12) Debit Card Policy** - Not allowed but the company may at its own discretion accept debit card together with a deposit of €1,500.

**13) Fuel Policy:** Fair Fuel Policy

**14) Drivers License Policy.** - A valid driving license in the name of the main driver/additional driver/s is required, held for a minimum 3-year requirement. An International License is also required, along with your own home license if you are renting out of the country where your home license was issued or your license is not in the Roman Alphabet. Please always check in your own country for full details and requirements on where to obtain one. License must be held for a minimum of 3 years.

**15) Security Deposit** - Security deposit is an amount blocked on the hirer's credit card to cover additional expenses/excess fees and is refunded on the safe return of the vehicle. The company reserves the right to block the security deposit. Security deposit is usually €1,500. We generally do not charge this deposit only in the event of an accident and a preliminary cost estimation is then blocked.

**16) Navigation System (GPS)** - Not available

**17) Out Of Hours Charge** - No out of normal office hours. Early Return of the Vehicle

**18) Early Returns** - No refunds on early returns.

**19) Cleanliness** - Rental should be kept clean as much as possible and must be returned in a reasonable state. Avoid sand in the rental. The company reserves the right to charge a fee of €20 or more to the hirer if the rental is returned in a dirty and unacceptable state. You will also pay a reasonable fee for cleaning the car's interior upon return if any stains, dirt, odor, or soiling attributable to your use cannot be cleaned with our standard post-rental procedures as determined by us in our sole discretion.

**20) Additional Information** - In case of accident, fire or theft the hirer must inform the Police and the Company immediately. A rental of similar class, equal or greater value may be provided (subject to availability) to the hirer FREE of charge should the unlikely event the original reservation rental becomes unavailable. The Company reserves the right not to provide a replacement rental if it is determined or have reason to believe that the accident/damage is the fault or negligence of the hirer.

**21) Cancellation, charges and refund policy** - FREE CANCELLATION of your booking up to 7 days after your reservations has been confirmed. If your rental starts in less than 7 days you can cancel for free up to 48 hours before the rental starts. After this period the below cancellation policy will apply. We will NOT charge you for the full rental amount at the time of reservation. We may from time to time charge you a 20% deposit to ensure your vehicle is reserved. The cancellation policy therefore only applies to the deposit. If you cancel within your free cancellation period, we will refund your full deposit less 3.75% VISA and MASTERCARD FEE or 4.9% AMEX FEE. All cancellations must be made by e-mail to [booking@lecharmacarhire.com](mailto:booking@lecharmacarhire.com) / [europcar@lecharmacarhire.com](mailto:europcar@lecharmacarhire.com) / [callisto@lecharmacarhire.com](mailto:callisto@lecharmacarhire.com) or We must receive a cancellation notice a minimum of 48hrs before vehicle collection. No refund will be given for No shows, early returns or voluntary down-grades of booked vehicles. All cancellations should be via email to [booking@lecharmacarhire.com](mailto:booking@lecharmacarhire.com) or contact on any of the designated mobile numbers. Amending your booking or cancelling optional extras may not be possible less than 48 hours before picking up. What is a no-show? A no-show occurs for the following reasons:

- 1) You did not inform us about your cancellation prior to your pick-up date. If a booking is not cancelled and the renter fails to show up, a no-show fee will be charged at one day's rental or the 20% deposit fee.
- 2) You failed to pick up the car at the arranged time and date.
- 3) You failed to provide the documentation that is required to pick up the car.
- 4) You failed to provide a credit card in the main driver's name with enough available funds on it. In the event of any of the above, no refunds will be made to you. The car hire company reserves the right to refuse a car if you fail to arrive on time with all necessary documentation and a credit card with enough available funds for the car's security deposit.
- 5) You failed to provide the booking receipt that is required to pick up the car the renter will be charged the full 20% deposit as a cancellation fee.

**22) lost key** - If the key(s) or key fob(s) are not returned with the car, you may be charged additional fees.

**23) Non-Smoking** - We maintain a non-smoking fleet, including a prohibition on the use of e-cigarettes in the car. You will pay an additional charge if you return the car, and it smells or is soiled from smoke or e-cigarette vapor.

**24) Use of GPS Tracking Devices** - We use GPS tracking devices to track or locate cars which may be late for their scheduled return, reported stolen, suspected of being lost, stolen, or abandoned or as may be required or requested by law enforcement, or to identify cars which have been damaged and may require roadside assistance, when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services. You should have no expectation of privacy or confidentiality as to the places where the car is driven while rented to you.

**25) Calculation of Charges** - Rental days consist of a consecutive 24-hour period starting at the time of the commencement of rental. The minimum rental period is 3 day (72 consecutive hours). Extra hours after allowing a grace period of 59 minutes are charged for each full or partial hour more than a rental day until such extra hours charged equal the daily rate. If you fail to comply with any restrictions applicable to special rates, other applicable rates will be charged.

The company charges are calculated based on 24-hour periods from commencement of rental. If you fail to return the Car to the agreed return or collection point within the grace period (as specified in the next sentence) following the agreed time, you will be charged an extra day's rental, including charges for any options taken, at the relevant daily rate, for every day or part of a day that the Car is overdue. The "grace period" is the period specified as a grace period on the Rental Record or, if the Rental Record does not specify a grace period, a period of 29 minutes.

**26) Grace Period** - We understand that delays can happen due to traffic, accidents or mechanical issues, which are unpredictable. The grace period for such delays is 59 minutes.

**27) Repossessing the Car** - We can repossess the car at any time in our sole discretion for reasons that include but are not limited to the following: not returning the rental as per the contract, failure to inform or request an extension with the company, the car is found illegally parked, being used to violate the law or the terms of the Rental Agreement or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the car, including remotely disabling the engine, remotely locking the doors, tracking the location of the car through GPS tracking devices and utilizing for our benefit any other devices connected to the car or affecting the car's operation. If the car is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the car. You agree that such costs will be charged to the credit or debit card or account you used to rent the car.

## 28) Pickup and Delivery/Return

(a) The company will supply the Car to You in good overall and operating condition, complete with all necessary documents, parts, and accessories.

(b) You agree to return the Car to the company in the same condition as You rented it, subject to fair wear and tear, with the same documents, parts, and accessories, at the location and on the date and time designated in the Rental Record.

(c) You and the company will check the condition of the Car at the start of the rental and on return of the Car. The company will provide a record showing any agreed defects.

(d) The Car must be returned to the agreed company location within the normal business hours of the location concerned. If you return the Car outside of these hours You must comply with the out of hours return instructions for that location, in which case You will remain fully responsible for any loss, theft or damage to the Car until the location re-opens for business. If you fail to comply with these instructions, you will remain responsible for any loss, theft or damage to the Car as well as for time charges, including for optional services or other charges stated in the Rental Record until the company personnel are able to access the Car.

(e) If at any time the company has agreed that You may return the Car to a place other than the company rental location, or if the company has agreed to collect it, you will remain fully responsible for any loss, theft or damage to the Car until it is collected by the company.

(f) The company rental charges are calculated based on 24-hour periods from commencement of rental. If you fail to return the Car to the agreed return or collection point within the grace period (as specified in the next sentence) following the agreed time, you will be charged an extra day's rental, including charges for any options taken, at the relevant daily rate, for every day or part of a day that the Car is overdue. The "grace period" is the period specified as a grace period on the Rental Record or, if the Rental Record does not specify a grace period, a period of 29 minutes.

(g) You agree that the company is entitled to charge You a reasonable additional charge if the Car requires more than our standard cleaning on its return to restore it to its pre-rental condition allowing for fair wear and tear.

This agreement is made on the date specified overleaf between the hirer and the herein stated car hire company indicated on the contract.

On signing this contract, the hirer confirms to have read the conditions and acknowledges and agrees with to all the conditions described herein.

The hired vehicle is delivered to the hirer/s in good running condition and is subject to an inspection test. The hirer agrees to take proper care of the vehicle, paying for normal upkeep of the said vehicle and is fully responsible for all the damages to the rented vehicle due to neglect, overturning, collisions including omission to check and/or change oil, water, tire, pressure etc. The hirer will also be responsible for any tools, tires, vehicle documents, accessories, which are either missing or damaged on the return of the rented vehicle.

In the event of any fault, defect, malfunction of the vehicle, it must be reported immediately and if of a serious nature, the vehicle must not be driven at all until contact has been established with the company.

At the discretion of the company, the full rental cost is payable in advance on delivery of the vehicle, along with a refundable deposit of SR25,000/- in cash being Excess & first payment as guarantee/security against any loss to the car hire company/or unless other arrangement made and accepted by the car as guarantee/security to recover any loss, outstanding bills, damage or violation & breach of contract that may occur.

Unless the vehicle is returned on time and at the agreed location as specified on the contract of rental, the hirer is liable to be charged a full day's rental cost. Failure to return the car as per the contract will be considered a breach of contract and the company shall do what is required to alert the appropriate authorities and reposes the car. On renting the vehicle any part of the day will count as a full day's rental. Gasoline is at the hirer's expense. Fuel on collection of the vehicle must be adequate to that on delivery and any excess fuel left at the return/ collection of the vehicle is not refundable.

If the hirer desires to change the rental period after taking possession of the vehicle, either reducing the rental or prolonging the hire period, a three (3) day written/verbal notice must be given to the company to check the availability of the rental.

The said vehicle shall not be operated: -

- To transport goods in violation or traffic regulations or in any other illegal manner.
- To carry more than five persons in total
- To propel or tow vehicle or trailer
- In motor sport event
- By any learner driver
- By any other persons other than the drivers stated in the rental agreement
- By any person under the influence of alcohol or drugs
- On the beach or in poor road conditions
- In case of any damage or accident and the hirer will pay the deductible excess of €1,500 and in additional €2,000 if they are at fault.

If the vehicle is used, operated or driven against any conditions specified in this Rental Agreement resulting in a Breach of Contract or if the vehicle is damaged, the hirer shall be wholly liable for any claim made by the company being cost of damage, related cost for repairs involved, cost of towing of damaged vehicle to garage/recovery or overturned vehicle, time of immobilization during repair, depreciation, i.e. wear and tear of the damaged vehicle and any other damages caused by drunkenness or under the influence of alcohol or drugs. In the event of a collision where the hirer had paid for CDW/Excess Cover accordingly, and provided that the hirer was not under the influence of alcohol or drugs or driven in violation to this agreement at the time, the company may remit a proportion of the cost of repair of the vehicle damaged in such collision taking into consideration that the hirer shall cover any cost which cannot be recovered from third party or (insurance company, if applicable).

In any case of accident where the vehicle is damaged or causes damage, the hirer undertakes to inform the company immediately and have the case investigated on the spot by local police authorities. Under no circumstance should the vehicle be moved. The hirer is further required to make a sketch of the place of accident, obtain names and addresses of witnesses of the accident, and those who have been a party to the accident, any other pertinent details. The hirer should avoid making any verbal or written promise without the consent of the company. The said data and sketches are to be handed-delivered at once to the company. In case of non-compliance with these requirements, the hirer is fully responsible for damage and/or loss sustained to the rented vehicle or to third parties.

The hirer expressly agrees to abide by the decision of the Courts of Law of Seychelles and shall be liable for any parking fine and traffic violation occurring while the vehicle is rented to him.

In the case where the hirer/driver (s) are non-resident (s), all payments or related costs involved with this rental agreement must be made in foreign currency or through credit payments which is in accordance to the Foreign Exchange Regulations of Seychelles.

Any loss of keys whilst the vehicle is in the possession of the hirer will be the direct responsibility of the hirer who will make good the loss. A delivery fee may also be levied for any replacement or negligence where the duplicate keys are to be utilized.

Any abnormal damages to tire or rims other than a puncture will be the responsibility of the hirer. Under no circumstances will the vehicle be driven on a flat tire, otherwise the hirer ensures full responsibility for any damage caused whatsoever. The driver is not insured, the policy covers the passengers and third parties only, (depending on the conditions specified in the insurance policy and type of rental taken full comprehensive cover maybe provided).

The hirer hereby releases the company of and from any liability for loss of and damage to any property belonging to the hirer/ passengers left, stored or car break-in (theft incident) or transported by the hirer or any other person before or during the term of this rental or after returning the vehicle to the company. Hirer further agrees to hold the company harmless and to defend and indemnify the company against all claims and costs based upon or arising out of any loss or damage.

The Company whilst taking all reasonable precautions and using its best efforts to prevent such happenings, shall not be liable for any faults or defects in or from mechanical failure of the vehicle or any consequential loss or damage arising therefrom.

Further details can be found at <https://www.lecharmacarhire.com/terms-conditions/> these terms and condition maybe amended from time to time without prior notice.

## 29) Affiliated Companies

These Terms and Conditions will be applicable to Le Charme Car Hire Company (Pty) Limited, Callisto Cars, Europcar Seychelles which are all affiliated companies and form part of the same group.

For any further information you may contact the company on any of the below:

[booking@lecharmacarhire.com](mailto:booking@lecharmacarhire.com) / [europcar@lecharmacarhire.com](mailto:europcar@lecharmacarhire.com) / [callisto@lecharmacarhire.com](mailto:callisto@lecharmacarhire.com)  
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