

# RENTASCOOT

## GENERAL TERMS AND CONDITIONS OF RENTAL

RENTASCOOT — 27 Avenue Jean Médecin, 06000 Nice, France

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### Article 1 – Parties and Definitions

**1.1 The Company.** RENTASCOOT SASU (hereinafter "Rentascoot" or "the Company") is a simplified joint-stock company registered in France, operating a scooter rental business in Nice and the surrounding area. Registered address: 27 Avenue Jean Médecin, 06000 Nice, France. Contact: +33 4 22 13 11 79 | [contact@rentascoot.fr](mailto:contact@rentascoot.fr) | [rentascoot.fr](https://rentascoot.fr). Emergency line: +33 7 69 08 40 31.

**1.2 The Renter.** The natural person (hereinafter "the Renter") who signs the rental contract and to whom a vehicle is rented. By signing the rental contract, the Renter acknowledges having read, understood, and unconditionally accepted these General Terms and Conditions of Rental (hereinafter "the Terms").

**1.3 Definitions.** In these Terms:

- "Vehicle" means any scooter made available by Rentascoot under a rental contract.
- "Rental Contract" means the individual written agreement signed by the Renter specifying the vehicle, rental period, rates, deposit hold amount, excess amount, and any agreed options.
- "Deposit Hold" means the security hold placed on the Renter's payment method at the start of the rental, as detailed in the individual Rental Contract.
- "Excess" means the maximum financial liability of the Renter toward Rentascoot in the event of damage to or theft of the Vehicle, as stated in the individual Rental Contract.
- "État des Lieux" means the joint vehicle condition inspection carried out at pickup and return.

### Article 2 – Vehicle Eligibility and Licence Requirements

#### 2.1 Minimum Age

All Renters must be at least 20 years of age for any vehicle in the Rentascoot fleet. This requirement is imposed by Rentascoot's insurer (Assurance Mutuelle des Motards) and admits no exception.

#### 2.2 Required Driving Licence – 50cc Scooters

To rent a 50cc scooter, the Renter must hold a valid AM licence or an equivalent entitlement included in their driving licence (e.g. the AM category automatically included in a French category B licence). Equivalent foreign licences that clearly demonstrate moped or AM authorisation are accepted.

#### 2.3 Required Driving Licence – 125cc Scooters

To rent a 125cc scooter, the Renter must hold one of the following:

- French residents: Category B with completed practical 125cc formation (code 125), or category A1, A2, or A.
- Foreign/international: A motorcycle endorsement equivalent to at least category A1 or A2. The licence must be issued in Latin characters. If Rentascoot cannot verify the motorcycle endorsement category on a foreign licence — even if the Renter claims eligibility — Rentascoot reserves the right to refuse the rental. The operator's decision in this matter is final.

#### 2.4 General Licence Rules

- The licence must be valid and not expired at the time of rental.
- The Renter must present their original licence at pickup. No copy or digital image is accepted.
- The Renter is solely responsible for ensuring they hold the appropriate licence for the vehicle rented.
- If the Renter provides false information about their age or driving licence, all insurance coverage is immediately voided and the Renter bears full financial responsibility for any incident occurring during the rental.

#### 2.5 Proof of Address — Long-Term Rentals

For any rental exceeding thirty (30) days, the Renter is required to provide a valid proof of address (dated within the last three months) at the time of vehicle pickup. The following documents are accepted: electricity, gas, water, or landline telephone bill, tax assessment notice, or any official document bearing the Renter's name and home address. For Renters residing abroad, an equivalent document issued in Latin characters is accepted. Failure to provide this document entitles Rentascoot to refuse to hand over the vehicle, without this giving rise to any refund of the advance

deposit paid.

## Article 3 – Insurance Coverage

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### 3.1 Insurance Provider

Each vehicle in the Rentascoot fleet is insured by Assurance Mutuelle des Motards under the product "LOUEUR". The policy is held by RENTASCOOT SASU.

### 3.2 What IS Covered

- Third-party civil liability (Responsabilité Civile – RC): unlimited coverage for bodily injury; up to €100,000,000 for material damage; no excess applicable to third-party claims.
- Roadside assistance from 0 km (vehicle and persons).
- Driver personal injury protection (coverage level varies by vehicle — see individual Rental Contract).
- Legal defence and recourse after an accident.
- Vehicle legal protection.

### 3.3 What is NOT Covered

*IMPORTANT — The following are EXCLUDED from Rentascoot's insurance:*

- Theft of the vehicle.
- Collision damage to the rented vehicle (Rentascoot's own asset).
- Damage caused by misuse, racing, driving under the influence of alcohol or drugs, or any violation of these Terms.
- Damage to tyres, wheels, overhead components, or undercarriage.
- Loss or damage to petrol caps and tools.

*The Renter is financially responsible for damage to or theft of the vehicle up to the Excess amount stated on their individual Rental Contract. Rentascoot strongly recommends that Renters hold personal travel insurance covering motorbike rental liability.*

### 3.4 Geographic Scope of Coverage

- Third-party civil liability (RC): valid in all countries where the international Green Card is recognised — effectively all of Europe.
- Roadside assistance and personal injury protection: valid in France, French overseas territories, the European Economic Area, Monaco, Andorra, Liechtenstein, Vatican City, and San Marino, for trips of less than three (3) months.

### 3.5 Rentascoot's Liability Cap

Rentascoot's total financial liability to the Renter, in any and all circumstances, is capped at the Excess amount stated in the individual Rental Contract and shall in no event exceed the total amount paid by the Renter for the rental period. Rentascoot is not liable for any indirect, consequential, or punitive damages.

## Article 4 – Booking and Payment

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### 4.1 Online Bookings

A deposit of 10% of the total rental amount is required at the time of online booking in order to secure the vehicle for the requested dates. Full payment of the rental amount is due before or at the commencement of the rental.

### 4.2 Walk-in / Direct Bookings

No advance deposit is required. Full payment is due on the day the rental begins.

### 4.3 Accepted Payment Methods

- Credit or debit card via Stripe (Visa, Mastercard, American Express).
- Bank transfer.
- Cash.
- Note: For deposit holds exceeding seven (7) days, Stripe is not used. The deposit must be held by bank transfer or cash due to payment processor limitations.

## 4.4 Cancellation Policy

**Cancellation by Rentascoot:** The advance deposit is refunded in full, regardless of the reason.

**Cancellation by Rentascoot due to the Renter's non-compliance** (e.g. failure to meet licence, age, or documentation requirements): the advance deposit is forfeited.

**Cancellation by the Renter:**

- If the booking was made less than 48 hours ago, Rentascoot may refund the advance deposit in full at its sole discretion, regardless of how close the rental start date is.

If the booking was made more than 48 hours ago, the following schedule applies based on the time remaining before the rental start:

Time before rental start	Deposit refund
More than 5 days	100%
Between 2 and 5 days	50%
Between 1 and 2 days	25%
Less than 24 hours	No refund

In all cases, Rentascoot reserves the right to apply a more favourable refund at its sole discretion. Deposit refunds may be issued via the original payment method, in cash, or as a credit valid for twelve (12) months toward a future Rentascoot rental.

Once the rental has commenced, Rentascoot is not obliged to issue any refund regardless of the reason, including unfavourable weather conditions.

## Article 5 – Security Deposit (Caution)

### 5.1 Deposit Hold at Rental Start

At the commencement of the rental, Rentascoot places a Deposit Hold — not a charge — on the Renter's payment method. The amount of the Deposit Hold is stated on the individual Rental Contract and forms part of the total Excess amount. The Deposit Hold is typically collected by card via Stripe; in some cases it may be collected in cash.

For rentals exceeding seven (7) days from the start date: Rentascoot will inform the Renter that the Deposit Hold will be converted into a debit, or a bank transfer option may be offered. For rentals originally scheduled for seven days or fewer, but not returned on time, the Deposit Hold will be debited after seven (7) days. It will be refunded (minus any applicable fees) upon vehicle return and inspection.

### 5.2 Damage Assessment and Deposit Release

The security deposit is handled as follows following vehicle return and inspection:

**No damage:** The full Deposit Hold is released within less than 24 hours of the return inspection.

**Minor damage (repair cost ≤ Deposit Hold amount):** Rentascoot retains the repair cost from the Deposit Hold and releases the remainder. A real invoice or reasonable quote will be used to determine the amount retained. For very minor cosmetic damage (e.g. small scratches coverable by touch-up paint), a minor compensation amount may be agreed between the parties.

**Major damage (repair cost > Deposit Hold amount):** Rentascoot retains the full Deposit Hold and may claim the remaining balance from the Renter, up to the Excess amount stated in the Rental Contract. Rentascoot may not claim more than the stated Excess total under any circumstances.

**Theft — all security precautions followed:** If the vehicle is stolen and the Renter has complied with all security obligations (vehicle locked with the provided anti-theft device around a fixed structure, steering lock engaged, vehicle parked in a suitable location), Rentascoot will retain only the Deposit Hold amount and will not pursue the remaining Excess balance. This reduced liability applies strictly on condition that: (a) the Renter files a police report (dépôt de plainte) within 24 hours of discovering the theft, and (b) provides Rentascoot with a copy of the police report promptly. If security obligations were not followed, the Renter remains liable up to the full Excess amount.

**Theft — security precautions not followed:** The Renter is liable up to the full Excess amount stated in the individual Rental Contract.

### 5.3 Administrative Fee

A flat administrative fee of €50 applies to all cases involving damage or missing parts, in addition to any repair or replacement costs.

## 5.4 Excess Cap

Under no circumstances will Rentascoot claim more than the Excess amount stated in the individual Rental Contract.

## Article 6 – Kilometre Allowance

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A daily kilometre allowance is included in each rental rate. The specific allowance for the Renter's vehicle is stated on the individual Rental Contract.

- Additional kilometres beyond the daily allowance: €0.15 per km.
- Unlimited kilometres (or mileage) option: This option must be selected at the time of booking or at the latest at the commencement of the rental. It is not available retrospectively.

## Article 7 – Rental Duration and Late Return

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### 7.1 Rental Period

The rental period is as stated on the individual Rental Contract. A daily rate is based on a 24-hour period from the agreed start time.

### 7.2 Late Return Fees

Any return after the agreed time without prior agreement from Rentascoot may give rise to late return fees. Rentascoot reserves the right, without being obliged, to apply the following schedule:

- Up to 2 hours late: 15% of the daily rate per commenced hour of delay.
- More than 2 hours late: 50% of the daily rate per commenced additional hour of delay.
- These fees are cumulative.

Rentascoot may, at its sole discretion, waive all or part of these fees, in particular where the delay is minor or results from circumstances beyond the Renter's control and duly justified. The non-application of these fees in any given case shall not constitute a precedent or a general waiver of the right to apply them in future.

### 7.3 Rental Extensions

Any extension must be requested from Rentascoot at least 24 hours before the agreed return time, and only becomes effective upon Rentascoot's written confirmation and receipt of the corresponding additional payment. Extensions are subject to vehicle availability. In the absence of prior agreement, a Renter who returns the vehicle late may be subject to the fees set out in Article 7.2, without prejudice to any further loss suffered by Rentascoot as a result of the vehicle's unavailability for a subsequent rental.

### 7.4 Early Return

Early return does not automatically entitle the Renter to a refund for unused days. Refund of unused rental days is at Rentascoot's sole discretion and is not guaranteed.

## Article 8 – Pickup and Return

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### 8.1 Main Location

69 Boulevard Général Louis Delfino, 06300 Nice, France. Pickup and return at alternative locations in Nice and nearby cities may be arranged as agreed and stated on the individual Rental Contract.

### 8.2 Delivery Service

Delivery to the Renter's location is available at an additional cost as quoted by Rentascoot. This service is subject to staff and vehicle availability.

### 8.3 Renter's Availability

The Renter must be present and available at the agreed pickup location at the agreed time. This requirement does not apply where a contactless pickup has been expressly agreed in advance as set out in Article 8.5. In all other cases, if the Renter is absent and unreachable, the advance deposit may be forfeited.

## 8.4 Vehicle Condition Inspection (État des Lieux)

At both pickup and return, a vehicle condition inspection (état des lieux) is carried out jointly by the Renter and a Rentascoot representative. A video recording of the vehicle condition may be made by the Renter and/or Rentascoot staff, and serves as evidence of the vehicle's state. By signing the Rental Contract, the Renter consents to this recording. Any damage not recorded at pickup will be presumed to have occurred during the rental period and may result in charges as set out in Article 5.

## 8.5 Contactless Pickup

In certain cases, and only where expressly agreed between the parties prior to the rental, Rentascoot may make the vehicle available for a contactless pickup. In such cases, the Renter will be informed in advance of the vehicle's exact parking location and the arrangements for collecting the key (for example, a key lockbox or another designated collection point). This information is communicated by Rentascoot via a confirmed written channel (email, WhatsApp, or the Rental Contract itself).

Where a contactless pickup applies, the Renter is solely responsible for conducting their own visual inspection of the vehicle upon collection and for reporting any pre-existing damage to Rentascoot — with supporting photos or video — within two (2) hours of pickup. Failure to report damage within this period will result in any damage discovered at return being presumed to have occurred during the rental. The Renter acknowledges that, in the absence of a joint état des lieux at pickup, this reporting obligation is essential to protect their interests.

## Article 9 – Fuel

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The vehicle is provided with a stated fuel level, which is recorded on the Rental Contract. The Renter must return the vehicle with the same fuel level.

- If returned with less fuel than provided: €2.50 per litre for the missing quantity.
- "Return without fuel" option: Available at an additional cost as stated on the vehicle's listing on rentascoot.fr. This option allows the Renter to return the vehicle at any fuel level without penalty. The cost is agreed at the time of booking or rental start.
- The Renter must use only the correct fuel type as indicated on the vehicle or the Rental Contract. Use of incorrect fuel constitutes misuse and voids applicable insurance coverage.

## Article 10 – Renter Obligations and Permitted Use

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### 10.1 Permitted Use

The Renter agrees to use the vehicle solely on public roads and in a manner consistent with normal everyday road use, in compliance with French and applicable local traffic law.

### 10.2 Prohibited Uses

The Renter is strictly prohibited from:

- Using the vehicle for any illegal activity.
- Participating in racing, speed trials, or organised competitive events.
- Using the vehicle for driving lessons.
- Using the vehicle for professional delivery services.
- Transporting paying passengers.
- Off-road use of any kind.
- Driving under the influence of alcohol, drugs, or any substance impairing driving ability.
- Performing dangerous manoeuvres such as burnouts, wheelies, or similar acts.
- Overloading the vehicle beyond its rated capacity.
- Allowing any person not named on the Rental Contract to ride the vehicle.
- Selling, sub-letting, pledging, or otherwise transferring the vehicle or any of its parts.
- Carrying out any repair, modification, or alteration without prior written authorisation from Rentascoot.

### 10.3 Maintenance and Care

- The Renter must report any defect, damage, or mechanical problem to Rentascoot within 24 hours of noticing it.
- The Renter must park only in authorised locations and use all anti-theft devices provided whenever the vehicle is left unattended. This obligation is a condition for the reduced theft liability set out in Article 5.2.
- The Renter must protect the vehicle from weather conditions likely to cause damage.

- The Renter must treat all provided equipment (helmets, gloves) with reasonable care.

## 10.4 Long-term Rental Maintenance (Rentals Exceeding 7 Days or 2,000 km)

For rentals exceeding one (1) week or 2,000 km, the Renter is responsible for routine maintenance checks every 1,500 km, including: oil level, coolant level, and tyre pressure. If the vehicle is due for a maintenance check during the rental period, Rentascoot will inform the Renter in advance and will provide a replacement vehicle while the routine check is carried out.

## 10.5 GPS Tracking

Certain vehicles in the Rentascoot fleet may be equipped with a GPS tracking device for security purposes. The Renter is informed of this at the time of rental. The GPS data collected is used solely for the purpose of locating the vehicle in the event of theft or unreported breakdown, and to verify compliance with the geographic usage restrictions set out in these Terms. This data is processed in accordance with Article 17 (Data Protection) and is not used for commercial purposes. The presence or absence of a GPS device does not alter the Renter's obligations under these Terms, nor does it affect the Renter's liability in the event of theft or damage.

# Article 11 – Tyres and Mechanical Breakdown

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## 11.1 Tyre Wear

Rentascoot undertakes to provide the Renter with a vehicle in good mechanical condition, the tyres of which have been inspected prior to pickup and meet the legal requirements for roadworthiness. Normal tyre wear resulting from ordinary use of the vehicle remains Rentascoot's responsibility.

## 11.2 Punctures and Tyre-Related Breakdown

Punctures and tyre-related breakdowns are the Renter's responsibility and are not covered by Rentascoot. The Renter must arrange and bear the cost of tyre repair or replacement in such cases.

## 11.3 Mechanical Breakdown Not Caused by the Renter

In the event of a mechanical breakdown not attributable to the Renter's actions or negligence:

1. The Renter must notify Rentascoot immediately and no later than 24 hours after the breakdown.
2. Rentascoot will make its best efforts to provide a replacement vehicle.
3. If a replacement vehicle cannot be provided, Rentascoot will arrange safe transport for the Renter back to their accommodation and may issue a pro-rata refund for unused rental days, at Rentascoot's discretion.

## 11.4 Emergency and Breakdown Contacts

Rentascoot emergency/breakdown line: +33 7 69 08 40 31. Roadside assistance provided by Mutuelle des Motards — contact details are available in the vehicle documents.

# Article 12 – Accidents and Incidents

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## 12.1 In the Event of an Accident

The Renter must follow the procedure below:

1. Do not admit liability to any party.
2. Ensure personal safety and call emergency services if required: 15 (SAMU — Medical), 17 (Police), 18 (Pompiers — Fire), 112 (European emergency number).
3. Collect the full names, contact details, and insurance information of all parties involved, together with any witness details.
4. Complete a constat amiable (joint accident report form) with the other party if possible.
5. Contact Rentascoot at +33 7 69 08 40 31 as soon as possible and no later than 24 hours after the accident.
6. Send a copy of the completed constat amiable to Rentascoot as soon as possible.
7. File a police report (main de courante or dépôt de plainte) with the competent authorities in all cases involving bodily injury or disagreement on liability. This is required by Rentascoot.

## 12.2 In the Event of Theft

1. File a police report (dépôt de plainte) within 24 hours of discovering the theft.
2. Notify Rentascoot immediately at +33 7 69 08 40 31.

3. Provide Rentascoot with a copy of the police report as soon as possible.

Failure to follow the procedures set out in this Article may adversely affect deposit refund outcomes and insurance coverage. Financial consequences for non-compliance are set out in Articles 5 and 3.

## Article 13 – Traffic Violations and Fines

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The Renter is solely responsible for all traffic violations, speeding offences, parking tickets, fines, and toll charges incurred during the rental period.

- Rentascoot will forward to the Renter any fine or official notice received, together with an administrative handling fee of €20 per incident.
- The Renter will be automatically designated as the responsible driver for any traffic violation occurring during the rental period, in accordance with French law.

The Renter acknowledges that traffic fines, unpaid tolls, and parking violations may be received by Rentascoot weeks or months after the rental period has ended. In accordance with applicable French law, Rentascoot will formally designate the Renter as the responsible driver to the relevant authorities, based on the signed Rental Contract and the identification documents provided at the time of rental (home address, driving licence details). The Renter therefore undertakes to provide accurate, complete, and legally valid personal information. Providing false or incomplete information is a criminal offence under French law, and the Renter bears full legal and financial responsibility for any consequences arising from inaccurate declarations.

## Article 14 – Safety Equipment

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One helmet and one pair of gloves are included with every rental. Additional helmets and gloves are available as paid options.

- Wearing a helmet and gloves at all times while riding is mandatory under French law. The Renter must comply at all times.
- Rentascoot strongly recommends that the Renter wear appropriate protective clothing, including a riding jacket, riding trousers, and suitable boots.
- Rentascoot is not liable for injuries resulting from the Renter's own actions or failure to wear appropriate protective gear.

## Article 15 – Cleaning

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The vehicle must be returned in a reasonably clean condition. If the vehicle is returned in an excessively dirty state — requiring cleaning beyond standard post-rental cleaning — a cleaning fee of €10 to €15 may be charged at Rentascoot's discretion. This charge is uncommon and applies only in cases of significant soiling.

## Article 16 – Contract Process and Signatures

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- Rental contracts are concluded either via Rentascoot's website or in person at the rental location.
- For online bookings, the Renter receives an email containing a secure link to review and electronically sign the Rental Contract via Rentascoot's custom signing platform. The signature is completed from the Renter's own device; Rentascoot staff do not have access to the signing step.
- Upon signing, the Renter immediately receives a copy of the signed contract by email, together with the following notice: "If you did not sign this contract, please report this immediately to Rentascoot at [contact@rentascoot.fr](mailto:contact@rentascoot.fr)."
- A printed copy of the contract is available upon request.
- Only the written and signed Rental Contract is legally binding. Verbal modifications, promises, or understandings have no legal effect.
- If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## Article 17 – Data Protection (GDPR / CNIL)

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- Personal data collected from the Renter is used solely for the purpose of executing the Rental Contract and

- managing the business relationship.
- Data collection and processing are declared to the CNIL in accordance with applicable French law.
- The Renter has the right to access, rectify, or request deletion of their personal data by contacting: [contact@rentascoot.fr](mailto:contact@rentascoot.fr).
- Personal data is not sold or shared with third parties, except as required by law or by Rentascoot's insurance obligations.

## Article 18 – Contract Termination

### 18.1 Grounds for Refusal or Termination by Rentascoot

Rentascoot may refuse to finalise or may immediately terminate a Rental Contract if the Renter:

- Fails to sign the Rental Contract.
- Fails to present a valid and appropriate driving licence.
- Fails to authorise the Deposit Hold.
- Is found to be in violation of any usage restriction set out in Article 10, including intoxicated driving, dangerous manoeuvres, or sub-letting.
- Has misrepresented their age, driving licence category, or insurance status.

### 18.2 Consequences of Termination After Rental Start

If the contract is terminated after the rental has commenced, Rentascoot will recover the vehicle immediately. The following costs will be charged to the Renter:

- Vehicle recovery fee: €5 per km from Nice.
- Contract termination fee: €50 flat.
- Any applicable repair costs assessed in accordance with Article 5.

## Article 19 – Force Majeure

Rentascoot is not liable for failure to fulfil its obligations to the extent that such failure results from circumstances beyond its reasonable control, including but not limited to natural disasters, strikes, civil unrest, or other events constituting force majeure under French law. Both parties agree to notify each other promptly of any such event and to cooperate in good faith to limit its effects.

## Article 20 – Dispute Resolution

In the event of a dispute arising from or in connection with these Terms or the Rental Contract, the parties will first attempt to resolve the matter amicably. The Renter should submit a written complaint to: [contact@rentascoot.fr](mailto:contact@rentascoot.fr).

If no satisfactory resolution is reached within one (1) month of receipt of the written complaint, the Renter may refer the matter to the designated consumer mediator:

<b>Mediator</b>	La Société Médiation Professionnelle
<b>Website</b>	<a href="http://www.mediateur-consommation-smp.fr">www.mediateur-consommation-smp.fr</a>
<b>Address</b>	24 rue Albert de Mun, 33000 Bordeaux, France

These Terms are governed by French law. In the absence of an amicable resolution or successful mediation, jurisdiction is attributed to the competent courts of Nice, France.