

REFERRAL TERMS & CONDITIONS

Adherence to terms and conditions

These general conditions are concluded between Retro Rental Wedding LRM with an operating capital of € 7,500, whose headquarters are at 117, rue du Schnokeloch, Strasbourg, France and registered with the Trade Register of Strasbourg with the number 505 369 850, hereinafter referred to as "LRM" and secondly, by any person or entity wishing to benefit from a REFERRAL via the LRM website, named hereafter "CLIENT". These general conditions define the contractual relationship between LRM and the CLIENT as well as conditions applicable to all purchases made through the website of LRM, the CLIENT, either professional or private. Any CLIENT'S request for REFERRAL through this site implies full acceptance of these terms and conditions by the CLIENT. He thus acknowledges having full knowledge and waives any other conditions. These conditions shall prevail over any other general or special conditions not specifically approved by LRM. These general conditions apply throughout the launch period of the REFERRAL service offered by LRM. LRM retains the authority to modify its terms and conditions at any time. In this case, the conditions will be those in effect on the date of application of the REFERRAL by the CLIENT.

Article 1: Definitions

LRM refers to the company rental Retro Wedding SARL with capital of 7,500 euros, registered with the Trade Register of Strasbourg under number 505 369 850, whose telephone number is 03 63 53 48 00, operating the website LRM and connects, via its website, OWNERS and CLIENTS.

CLIENT: any natural or legal private person wishing to hire a vehicle through the LRM website.

OWNER: someone with a vehicle offered for rental via the LRM website.

VEHICLE: any land motor vehicle within the meaning of the law of 11 July 1985, old and treasured, drawn or motorized, offered for rent by the owner through the website of LRM.

EVENT: all events or transactions taking place in France or in a neighbouring country.

REFERRING: means the service whereby LRM connects, via its website, an owner and a CLIENT who wishes to engage IN HIRING and forwarding details of the owner of the vehicle to the CLIENT, after payment by the latter of a commission to LRM.

COMMISSION: price paid by the CLIENT to LRM as compensation for REFERRAL service rendered by LRM.

HIRING: service provided by the owner to the CLIENT after REFERRAL.

Article 2: Conditions of the REFERRAL

All CLIENTS wishing to hire a RENTAL CAR belonging to one owner may request, through the website of LRM, to be REFERRED to the owner. In case of availability of the vehicle and its driver, and the owner agreeing on the conditions of the lease, LRM undertakes to inform the CLIENT. After final confirmation of the client, and subject to full COMMISSION payment by the latter, LRM will provide the CLIENT full details of the owner so that he could contact him directly to finalize the rental. LRM will send the owner a data sheet / rental agreement, signed by the OWNER and the CLIENT, containing the essential elements of the service.

Article 3: Payment of COMMISSIONS to LRM

Each REFERRAL gives rise to a COMMISSION payment by the CLIENT to LRM. The amount of the COMMISSION is defined as follows:

Vehicle	Commission excl. VAT	Commission incl. VAT
Category A	200.67 €	240 €
Category B	158.86 €	190 €
Category C	121.24 €	145 €
No category (prestige cars, bus, truck, carriages, 2 wheels)	will be defined in terms of scarcity, the age and condition of the vehicle.	

It will be paid on receipt of an invoice to the CLIENT from LRM, without discount.

In case of non-payment of the amounts at the due date, they will increase by default interest of 5% per month. The COMMISSION will be due in any event, even if the rental is not realized, except in cases of duly justified acts of God: annulment of marriage certificate, death certificate. Any justified cancellations should be sent by registered letter mail, with acknowledgment of receipt and sent to Retro Wedding Rental 117 Rue du Schnokeloch 67200 STRASBOURG.

Article 4: RENTAL

LRM merely acts as an intermediary between the parties. It connects with the aim of a VEHICLE HIRE. LRM'S obligations are limited to the REFERRAL between the CLIENT and the owner. Therefore, LRM disclaims any liability for the rental operation itself, this is a matter between the OWNER and the CLIENT. However, in case of failure by the owner, LRM will do everything possible, as soon as he will be informed, in order to refer the CLIENT with another owner of a VEHICLE of equivalent category without additional costs (excluding any mileage allowances). In case of refusal by the CLIENT of the proposed substitute vehicle, LRM cannot be held liable.

The VEHICLE rented is a vintage vehicle which implies that the LRM company disclaims all liability on the general state of said VEHICLE from what is expected.

The CLIENT agrees, when it agrees to be put in touch with an owner, to take the necessary measures to avoid damage to the CAR to be leased to him by the latter.

The VEHICLES offered for rental by the OWNER via the LRM website are to be rented with the vehicle driver. Thus, RENTAL of the VEHICLE rented by the CLIENT will be made only with driver, except for rentals requiring no displacement of the VEHICLE. The driver is either the owner himself or a person previously designated by him. The decoration of the vehicle rests and remains with the client. It will be necessary to define directly with the modalities.

Article 5: The Rental Price

The price of the rental, due to the owner by the CLIENT, is set based on a package proposed by LRM and the owner, depending on the category of the vehicle, the rental period and respective to a distance up to 120 kilometers.

The price of the rental will appear on the website of LRM for each vehicle offered for hire.

The posted price reflects the LRM COMMISSION due to the conditions mentioned in paragraph COMMISSION.

Special VEHICLES (not categorized), as well as multiple RENTALS (over three referral requests for the same event), may, if necessary, be subject to a quote.

Distance in the package:

Packages include a distance of 120 km, independent of the selected duration. This distance takes into account the return journey to the place of rental from the home of the owner, as well as the distance travelled during the rental. Any additional kilometre defined before the performance, will lead to compensation to the owner by the CLIENT at a fixed price of 0.50 € to 1.00 € per kilometre above 120 km.

All additional charges (motorway tolls, parking fees, ...) incurred during the rental period (excluding expenses incurred during the journey to and from the residence of the owner) are the responsibility of the CLIENT. In all cases, fuel and vehicle maintenance remain the responsibility of the owner.

Travel duration:

The packages offered refer to a minimum rental of 4 hours. The period mentioned in package does not include the travel time required for the owner to reach to the place of rental. Once the rental has been fulfilled, any scheduled overrun and / or of the odometer will lead to an agreement in each case between the CLIENT and the OWNER. LRM will not be affected in case of schedule overrun and / or mileage.

Article 6: Payment of HIRE

The price of the rental is due by the CLIENT to the owner.

If the owner of the VEHICLE is an individual acting occasionally and not subject to VAT, LRM will prepare and send, to the client on behalf of the owner, a statement, giving the price of the rental to be paid by the CLIENT.

The CLIENT will pay, at least three weeks before the scheduled date, the rental, the price due to the owner, by cheque made payable to the owner.

The cheque will be sent to LRM who will forward it to the owner upon receipt at the end of the statement providing proof of the delivery service and hire by the owner to the client.

In the situation where the referral is less than fifteen days before the date of the event, LRM will send the owner a mandate for collection, allowing the company LRM, to collect, online on the website of LRM, and on behalf of the owner, the rental payment due by the CLIENT.

Similarly, in case of multiple demand RENTALS (from more than three different owners for the same event), the OWNERS can mandate the LRM company to collect, in their name and on their behalf, the price of the rental.

If the OWNER is a professional, including self-employed micro-entrepreneurs, the owner will invoice the hiring price directly to the CLIENT.

In case of non-payment of the amount of rent due to the owner, within the time limit, LRM will notify the OWNER and THE CLIENT of the cancellation of the lease and terminate the motor liability guarantee underwritten in this lease.

Article 7: Special Clause

The CLIENT agrees, for a period of 36 months from the REFERRAL, not to contact the OWNERS directly who were the subject of the REFERRAL.

In case of non-compliance with this obligation, the CLIENT would be obliged to allow LRM to debit a lump sum settlement of an amount equal to 450 € per HIRE for contravention of the above commitment.

Article 8: Rental Agreement

LRM will transmit to the owner a rental sheet in triplicate, incorporating the essential elements of the rental, to be completed and signed by the OWNER and the CLIENT. A copy will be forwarded for information to LRM.

Article 9: Withdrawal

According to the law, the client has a right of withdrawal of 14 days after the first request for REFERRAL done by the latter via the website. The CLIENT must send this withdrawal, by registered letter with acknowledgment of receipt, to LRM at the following address: 117 rue du Schnokeloch 67200 STRASBOURG.

However, in accordance with Article L. 121-20-2 paragraph 1 of the Consumer Code, the right of withdrawal is excluded in case of provision of services if execution has begun, with the client's consent, before the end of the period of 14 calendar days:

1. If the referral request is made within a period greater than 15 days before the date of delivery, LRM performs the referral with the owner 14 clear days after the CLIENT'S application so that he can benefit from the right of withdrawal.
2. If the referral request is made within less than 15 days before the date of delivery, LRM must obtain the client's agreement in writing or by e-mail to the exclusion of the right of withdrawal before the end of the period of 14 clear days, so that the referral can be carried out by LRM.

Article 10: Protection of personal data

Each party is protected by the provisions of Law No. 78-17 of 6 January 1978 on computers, files and civil liberties. The information collected as part of these are subject to a treatment designed to enable the REFERRAL. The data recipient is the company LRM. In accordance with the data protection and civil liberties of 6 January 1978, amended in 2004, each party has a right to access and rectify information concerning it and may exercise it by contacting the company LRM, at the following address: 117 rue du Schnokeloch 67200 STRASBOURG. Each party can also, for legitimate reasons, oppose the processing of data relating to him.

Article 11: Insurance

VEHICLES which are subject of the REFERRAL, are covered by:

- guarantee automobile liability underwritten by LRM company on behalf of the OWNER. The amount of the COMMISSION reflects this insurance.
- If the owner does not wish to benefit from the guarantee underwritten by LRM, insurance is the responsibility of the owner. It must provide the LRM company a certificate of insurance for the driver providing this type of service.

In all events, LRM disclaims any liability for damage to property or persons in the framework of the consecutive HIRING REFERRAL, in relation to the subject of these terms and conditions.

Article 12: Applicable law

These general conditions are governed by French law. Services provided through the LRM website conform to the regulations applicable in France. The responsibility for LRM cannot be engaged in case of non-compliance with the legislation of the country where the services are provided, that the CLIENT is solely responsible for the services required to check. Any dispute concerning the implementation or interpretation of this contract which cannot be resolved amicably, will be the exclusive jurisdiction of the Strasbourg court.

LOCATION RETRO MARIAGE – LRM

Limited liability company with a capital of 7500 euros -RCS Strasbourg 505 369 850

Head office: 117, Rue du Schnokeloch, 67200 STRASBOURG – E-mail : contacts@lr-collection.fr / Internet : www.retrolocation.fr