

## DEFINITIONS

**Accident** : any event involving the rental Vehicle and/or its Driver.  
**Rental Office or Location** : Office operated by the Rental Operator or one of its affiliates, franchisees or independent operators.  
**Cancellation/Amendment** : Cancellation or a request by the Customer to amend a condition in the Booking.  
**Driver** : the Customer and/or person authorised by the Rental Operator (additional Driver) when collecting the Vehicle, for which they together shall be jointly and severally liable.  
**Rental Agreement** : rules of contract between You, the Driver and the Rental Operator. The Rental Agreement consists of these General Rental Conditions, the Agreement, documents entitled «Vehicle Condition - Departure and Return», the General Information document and terms and conditions of any additional Insurance policies, cover or options purchased.  
**Security deposit(s)** : amount(s) paid when the Customer enters into the Rental Agreement or issues final payment/debit authorisation, in order to guarantee payment of all amounts owed, incl. any potential post-parking fixed amounts (FPS) as defined below or, for some Locations, where the Customer provides (a) cheque(s) to cover the cost of inspection, as specified in the General Information document.  
**Force Majeure** : an event, as broadly defined by the courts, beyond the control of the Rental Operator, which could not reasonably be foreseen, whose impact could not be avoided, and for which You must provide evidence.  
**Parking Charges** : Amounts that You are required to pay to park the Vehicle during the term of the Rental Agreement (costs and potential post-parking fixed amounts (so called FPS : *forfaits post-stationnement*)).  
**Excess** : amount(s) that you must cover in the event of Accident or Theft. The levels of Excess are given in the General Information document, on the Website and on the Rental Agreement.  
**General Information** : provisions and information provided to customers at Locations and/or on the Website as required by law, which includes the maximum recommended rental prices.

**Customer** : individual or legal entity signatory to the Rental Agreement, who is responsible for the Vehicle's safekeeping and who, along with the Driver, is jointly and severally liable for the Vehicle. The signatory to the Rental Agreement is deemed to be the Customer.  
**Payment Methods** : cash that is legal tender and/or cheques issued by a French bank, or electronic payment methods accepted by RENT A CAR linked to a credit card that uses the Visa or MasterCard payment network, and Carte Bleue (CB) cards linked to a bank account - excluding systematic-authorisation debit cards (e.g. Maestro, Electron, Kyriel, Cirrus, etc.); Cards using other payment networks may be accepted at some Locations.  
**We, Us, or the Rental Operator** : Office operated by the Rental Operator, one of its affiliates or a member of the franchise network.  
**Rental Price** : price charged for the rental and components thereof. The Rental Price is determined when finalising the Rental Agreement. Other amounts payable by You may be added to the Rental Price under the terms hereof.  
**Booking** : conclusion of a definitive Vehicle rental agreement, online or at a Rental Office.  
**Website(s)** : information technology applications used to book a Vehicle rental online. Price comparison or intermediary websites, or any other website included in a link or search engine results, or listed by/on our Websites, shall not be considered Websites for the purposes of this Rental Agreement.  
**Self-service Vehicle System (SVS)** : Arrangement that allows a Customer to enter into a Rental Agreement, in part or in full, remotely using digital applications, and to complete Vehicle departure and return formalities remotely.  
**Driving Documents** : Photocopy of the certificate of registration and certificate of insurance and a duplicate of the Rental Agreement.  
**Value of the Vehicle** : the value of the Vehicle (according to the L'Argus guide) for transactions between private individuals on the date of the Accident or Theft, including any accessories or fittings or, where appropriate, the value determined by an expert.  
**Vehicle** : passenger vehicle (PV), Light Commercial Vehicle (LCV) or motorised quadricycle, including any accessories and features.  
**You** : the Customer and/or Driver.  
**Theft** : any disappearance, misappropriation or failure to return the rental Vehicle.

**In instances mentioned in III. 2. below, any purchased additional Insurance and Supplementary Cover shall not apply (see information leaflets/notices available at Locations and/or on the Websites).**

## I - HIRING A RENT A CAR VEHICLE

### I.1. Essential documents

**Individuals** : proof of address issued in the past three months (e.g. utility bill), a Payment Method and required identity document (e.g. national identity card or passport), a valid email address and, for SVS bookings, a mobile telephone with a camera.  
**Companies and associations** : Kbis certificate issued in the past month, company representative authorisation along with a purchase order and copy of an identity document, an accepted Payment Method, a valid email address and, for SVS bookings, a mobile telephone with a camera.

For any payment method used, We reserve the right to carry out any necessary checks and to grant or refuse the rental on reasonable grounds.

### I.2. Conditions applicable to the Driver

**PVs and LCVs** : Individuals: (i) a driving licence (original and in French). Foreign driving licences are accepted where they use the Roman alphabet (EU or international driving licence and accompanied by a certified translation) (ii) currently valid, (iii) valid for the relevant Vehicle category, (iv) depending on the Vehicle category, held for the minimum period stated in the General Information document.

**Motorised quadricycles** : The Customer must be aged 20 or over, hold a road safety certificate for motorised quadricycles or a car or motorcycle driving licence.

Some Rental Offices may in some cases allow Drivers who do not meet all of the above conditions to drive the Vehicle. Any such authorisation by a Rental Office shall be subject to purchasing the relevant option.

### I.3. Who can drive a Rent A Car Vehicle?

Rentals are strictly personal; sub-leasing and/or supply of the Vehicle free of charge or against payment is prohibited. Except in instances of Force Majeure or where the authorised Driver is unavailable, only the Driver(s) stated on the Rental Agreement shall be authorised to drive the Vehicle. You may add one or more additional Drivers by purchasing the relevant option.

Where the Driver is not the Customer, the Customer shall guarantee compliance with the terms of the Rental Agreement on the part of the Driver.

Where a Driver not stated on the Rental Agreement is involved in an accident while driving (except in the aforementioned instances of Force Majeure), the Customer shall remain liable to the Rental Operator for damage to the Vehicle.

## II - THE VEHICLE

### II.1. Collecting the Vehicle

When picking up the Vehicle, We will jointly complete and sign the «Vehicle Condition – Departure » document, used to report any damage to the Vehicle, as well as its mileage and fuel level. You should notify Us within 30 minutes of collecting the Vehicle of any technical and/or non-visible faults. Otherwise, it will be assumed that the Vehicle was handed over to You in good working order. You should return the Vehicle in the same condition and with the same fuel level as that recorded at the time of departure.

At participating Locations and/or for SVS bookings, the Vehicle Condition document may be completed by You and sent to us using the app. This communication equates to confirmation by You of the Vehicle's condition. Should the Vehicle Condition Document not be signed or forwarded by You (unless there is a fault with the app), You accept that the Vehicle's condition is unchanged from the return for the rental preceding the Rental Agreement.

### II.2. Use of the Vehicle

#### II.2.1. Reasonable use - Driving abroad

You should ensure that the Vehicle is stored and used reasonably and kept in a reasonable state of cleanliness and tidiness. You should adhere to the Highway Code at all times. You may use the Vehicle in France solely on paved roads authorised for traffic. In order to drive the vehicle in other countries, you must obtain prior approval from the Rental Office and, in some cases (Aller Simple bookings), an additional fee may be payable, as mentioned in the General Information document. Where approval is granted, You must ensure that the Vehicle is equipped to meet road traffic regulations in the countries where You and/or the Driver will be driving the Vehicle (including in transit).

#### II.2.2. Unauthorised use

The following uses of the Vehicle are not permitted :

- Supplying, against payment or any form of remuneration, a passenger transport service (private-hire vehicles or equivalent);
- Tow (or push) any other Vehicle or a trailer (unless the Vehicle has been specially equipped by the Rental Operator and within the maximum permissible load);
- All use for illicit or immoral purposes, for promotional reasons (without the Rental Office's consent) or for any form of propaganda;
- Providing driving lessons or tests, races or sporting competition (or practice/test sessions) or route reconnaissance;
- Transport of inflammable, explosive, corrosive or combustion materials, in breach of applicable law;
- Transport of animals (excluding pets).

You must ensure that the Vehicle is locked when not in use. Locking/unlocking devices, as well as Driving Documents, must not be left in the Vehicle for any length of time.

### **II.2.3. Geolocation**

Vehicles may be fitted with on-board geolocation systems that can relay the Vehicle's location in real time, (de-)activate locking and start/stop systems (electronic systems) or detect impacts. These features are provided for safety reasons and to combat Theft and/or fraud. In accordance with applicable law, you have the right to access, correct and erase your personal data (see VI.4).

In the event of non-compliance with provisions in the Rental Agreement and in the event of Theft of the Vehicle, and in accordance with the General Information, We reserve the right to activate the Vehicle's locking and start/stop systems, which the Customer and/or the Driver acknowledge(s) notification and to which they expressly agree.

### **II.2.4. Indicator lights / Maintenance**

You must pay attention to any signals emitted by a warning light on the Vehicle and, where appropriate, take all necessary protective measures including, if necessary, an emergency stop.

Any Modification to, or mechanical operation performed on, the Vehicle is prohibited without the Rental Office's prior written approval. Where this rule is not followed, You will be responsible for all recorded costs of restoration of the Vehicle to the same condition as was the case when it was collected by You. For Rental Agreements lasting longer than thirty days, You must return to the Rental Office, when requested to do so, in order for checks to be carried out on the Vehicle. During the inspection, Vehicle Condition documents may be completed and an invoice may be issued. Failure to undergo this inspection on the scheduled date may result in termination of the Rental Agreement.

### **II.2.5. A safety kit (triangle & vest) is provided for the rental.**

If the kit is not returned when returning the Vehicle, You will be charged a fee in accordance with the terms of the General Information document.

### **II.2.6. Infractions**

You are responsible for any road traffic infractions that You commit, as well as fees and Parking Charges incurred during the rental period; You must pay all amounts arising therefrom. We will forward your details to the relevant authorities. For each infraction of the Highway Code or for Parking Charges incurred through your actions, We will charge You an administration fee, details for which are provided in the General Information document.

## **II. 3. The rental period**

**II.3.1.** The rental period is timed in units of 24 hours or, at Locations offering SVS bookings, to the hour of expiry stated in the Rental Agreement. An allowance of up to 29 minutes will be given (two hours for Aller Simple bookings). If this time is exceeded, an extra day will be charged at the maximum rate specified in the General Information document and based on the category of the Vehicle in question. For Aller Simple rental Vehicles, a flat fee, at a level specified in the General Information document, will be charged.

If You would like to extend the rental beyond the initial period, You must request this from the Office for approval. We reserve the right to authorise or refuse extension of the rental in such cases, depending on availability and under the conditions reached by mutual agreement. You agree to sign (or, at participating Locations, to send by email), at the earliest opportunity, all documents that the Rental Office requests in order to finalise the extension. No refunds will be issued in the event of early termination.

### **II.3.2. Booking Cancellation/Amendment**

Online Bookings and Rental Agreements cannot be amended or cancelled once the Vehicle has been allocated.

Before this date, the Customer may request an Amendment or Cancellation from the Rental Office by email (with read receipts) or by post.

Cancellations made after Booking shall be charged a fee that will vary depending on when the request was made. The minimum fee is €30 incl. tax (for Cancellations made more than 72 hours before departure (more than 30 days for Aller Simple Vehicles)); the maximum fee level is equal to the amount paid when the Booking was made (for Cancellations made less than 72 hours before departure (less than five days for Aller Simple Vehicles)).

Where an Amendment is requested, the Rental Office will make every effort to accommodate your request, subject to Vehicle availability. However, new financial conditions will be offered to You in such cases, which You will be free to accept or reject.

The terms, time limits and cost of Cancellation/Amendment requests are given on the Websites and in the General Information document.

## **II.4. End of the Rental Agreement**

### **II.4.1. Venue and schedule for return**

Except in cases of Force Majeure, if the Vehicle is abandoned, You will be liable for the costs and consequences resulting from abandoning and retrieving the Vehicle.

### **II.4.2. Vehicle Condition on return**

You should return the Vehicle in the same condition as that recorded at the time of departure. When returning the Vehicle, We will jointly complete and sign the «Vehicle Condition – Departure» document, stating any damage, the mileage and fuel level recorded at the end of the rental.

At participating Locations and for SVS bookings, the Vehicle Condition document may be completed by You and sent to us using the app.

If You do not want to complete, sign or send the «Vehicle Condition - Return» document, You thereby allow us to complete the «Vehicle Condition - Return» document without your input, and therefore accept all findings, as well as any applicable charges for damages and/or additional expenses calculated as per III.3 below.

## **III - INCIDENTS OCCURRING DURING THE RENTAL**

In the event of an Accident, breakdown or Theft, You must immediately contact our assistance service, the telephone number for which is given in the Agreement.

### **III.1. Accident**

#### **III.1.1. Your obligations**

In the event of an accident, You must report this to the Rental Office immediately. A vehicle Accident report, irrespective of liability, must be submitted to the Rental Office, except in instances of Force Majeure, as soon as possible within 48 hours of the Accident and, in any event, before the end of the Rental Agreement. You should make every reasonable effort to complete the vehicle Accident report clearly, legibly and signed by both Parties. If this is not possible, You must provide Us with the report compiled by the Police or Gendarmerie at the time of the Accident. You must not attempt to repair any damage sustained to the Vehicle without the prior formal consent of the Office.

Should you not meet this obligation, You will remain liable for the amount of our loss.

#### **III.1.2. Your financial liability**

In the event of an Accident, your financial liability shall be :

- Limited to the amount of the Excess, excluding cases referred to in III.2 below, where You are fully or partly responsible for the incident or where the third party is not identified; this shall also apply where the Accident did not result in damage to the Vehicle, due to the level of fees and charges that We incur,
- Total and must cover our losses in instances referred to in Article III.2 below.

In the event that an Accident occurs for which You are liable, You shall be liable for administration charges, as specified in the General Information document.

### **III.2. What is not covered**

Except in instances of Force Majeure, you shall be liable for all damages and not covered by provisions applicable to the Excess, up to the Value of the Vehicle plus fees and charges related to its immobilisation in the following cases :

- Non-compliance with the provisions of II.2.2 above;
- Misjudging the dimensions (e.g. height, width, etc.) of the Vehicle's upper and lower sections (upper sections: those situated above the windscreen line; lower sections: those situated below lower door edges/bumpers). The height of our Vehicles is indicated at our Rental Offices;
- Fuelling errors, damage or deterioration of mechanical elements where these result from evidently incorrect or inappropriate use and/or continuation in driving despite alerts on the instrument panel, Modifications made to the Vehicle;
- Unauthorised overrun of the rental period, and failure to undergo an inspection as per II.2.4 above;
- Where any person not authorised by Us drives the Vehicle, except in the instances specified above;
- Driving under the influence of alcohol, drugs, narcotics, barbiturates or medication other than that prescribed under a doctor's supervision to treat a known condition and which is compatible with driving a motor vehicle, it being understood that this includes refusal by the Customer and/or Driver to undergo police checks;
- Where You abandon or fail to return the Vehicle (excluding instances of Force Majeure);
- Damage to the seats and interior fittings (e.g. burns, tears, blemishes, etc.) and damage caused by transported items or animals;
- Broken windows, windscreens and rear-view mirrors;
- Failure to report an Accident, including cases where the Vehicle has not sustained damage or failure to forward the vehicle Accident report to the Rental Office or where the report is unusable or fraudulent (false report);
- An accident for which You are liable and which results in the Vehicle becoming permanently unusable and/or economically irreparable or unroadworthy;
- Damage, Accidents and deterioration caused intentionally by You, your staff or your beneficiaries;
- Negligence or evident wrongdoing on your part while driving or while the Vehicle is in your care (incl. locking and stop/start systems), including failure to obey road traffic rules under applicable law or regulations when operating the Vehicle;
- Exceeding the permitted weight;
- Where You take charge of the Vehicle through a false statement or in the event of wrongdoing, misappropriation, malicious use or fraud by You or your beneficiaries or assignees. Where the Customer or the Driver is listed on an official, government or police database of confirmed or suspected terrorists or where they are members of terrorist organisations, engaged in drug trafficking, or involved as suppliers in the illegal nuclear, chemical or biological arms trade.

### III.3. Damage assessment

The value of damage shall be calculated, either using a remote specialist software programme operated by an accredited independent body, or by an independent expert; You shall be notified of the findings within eight working days of returning the Vehicle.

You must pay additional immobilisation costs calculated using the additional day rate featured on the Rental Agreement.

If you do not agree with the findings, You may, within eight working days of the aforementioned notification, request, at your expense with all costs paid in advance, an expert report by an accredited expert or, alternatively, an automotive expert included on the list of court-appointed experts for the Court of Appeal in the location of the rental or that of your address. The expert's conclusions shall be binding upon the parties.

You give Us express permission to retain some or all of the Security Deposit. You also undertake to pay any additional amount payable.

### III.4. Theft or attempted Theft of the Vehicle

#### III.4.1. Measures you should take

You must report the Theft or attempted Theft to the Police and the Rental Office as soon as you become aware of such an incident and return the Vehicle's locking and stop/start systems and the Theft report submission receipt.

You should complete this step within two working days of learning of the incident (excluding instances of Force Majeure). The rental shall end on the date when these formalities are completed.

We reserve the right to activate the Vehicle's locking and stop/start systems, which You acknowledge notification and to which You expressly agree.

#### III.4.2. Consequences of the Theft or attempted Theft

Where the preceding provisions have been followed, your financial liability shall be limited to the amount of the Excess. However, your financial liability shall be total where :

- You have not complied with the aforementioned obligations, in particular return of items listed in III.4.1 above;
- Where the Theft or attempted Theft was committed by You, your beneficiaries or your staff or where You were complicit in the act of Theft;
- Where Theft of the Vehicle occurred through negligence in your care of the Vehicle and/or of the Vehicle's locking and stop/start system (keys or electronic systems);
- Where the Vehicle's locking and stop/start system is handed over to any person other than a member of our staff identified outside the Rental Office.

In such cases, You must compensate Us to the Value of the Vehicle.

You expressly authorise Us to retain the Security Deposit under the aforementioned conditions and agree to Pay all amounts owed to Us.

## IV - INSURANCE AND SUPPLEMENTARY COVER

### IV.1. «Civil liability» and «third-party damage» insurance

Your civil liability towards third parties is covered by the «Civil Liability» insurance policy taken out in accordance with applicable law. It covers damage caused to third parties.

It does not cover damage to the Vehicle, regardless of cause, and does not cover Theft.

Moreover, we accept no responsibility for any loss of opportunity or loss of business occurring in the performance of the Rental Agreement.

### IV.2. What You must insure or remain responsible for

We accept no responsibility - even after return of the Vehicle - for damage to or loss of clothes, personal effects, assets, computer equipment, portable devices, mobile telephones, etc. or any items or merchandise transported in the Vehicle.

### IV.3. Additional insurance and supplementary cover

Some Rental Locations may offer additional insurance and supplementary cover, for which pricing and terms and conditions are available at Rental Locations and/or on the Websites.

By purchasing supplementary cover, You may reduce the level of your financial liability in the event of an Accident, Theft of the Vehicle, or specific types of damage.

**Additional insurance and supplementary cover shall not apply to instances mentioned in III.2 above.**

## V - FINANCIAL CONDITIONS

### V.1. Rental Price - time limits - Security Deposit

#### V.1.1. Rental Price – time limits – Security Deposit

In order to take possession of the Vehicle, You must make advance payment of the Rental Price and provide the Security Deposit for an amount set when You finalise the Rental Agreement. Failure to do so shall result in not being able to take possession of the Vehicle.

At the end of the Rental Agreement, You must pay any outstanding amounts in accordance herewith.

The Customer shall be liable for Parking Charges incurred while the Vehicle is in its care for the full term of the Rental Agreement. The Customer expressly authorises the Rental Operator to charge the authorised payment method and, where necessary, to retain the Security Deposit where the Rental Operator receives one or more FPS.

Except in the event of Accident or Theft, the Security Deposit (excluding an amount that We may ask for to guarantee payment of FPS, refundable upon production of proof of payment of the FPS) is refundable at the end of the Rental Agreement, minus any amounts owed to the Rental Operator under the conditions below.

For Rental Agreements with business customers and pursuant to Article L.441-6 of the Commercial Code, You will also be charged a flat fee of €40 incl. tax to cover the cost of recovering late payments.

Where your account balance is in credit, We will refund You the corresponding amount within the same time frame and under the same conditions as above.

#### V.1.2. Fuel, other charges

You must cover the cost of fuel and return the Vehicle with the same volume of fuel as that indicated in the «Vehicle Condition - Departure» document. Otherwise, You will be charged for the cost of fuel plus a fixed service charge (specified in the General Information document).

Vehicles returned in an excessively dirty condition will be charged a fixed fee, at a level specified in the General Information document.

Mileage shall be counted as the difference between the distance reading on the Vehicle's odometer on departure and the distance reading on return to the Office.

Excluding instances of mechanical fault, if the counter does not function correctly through your actions, You will be charged a penalty equal to 1,000km per day of rental calculated on the amount applicable to the Rental vehicle category and specified in the General Information.

## VI – OTHER PROVISIONS

### VI.1. Mediation

In the event of a «consumer dispute» as defined by Ordinance 2015-1033 of 20 August 2015, You may engage the services of a mediator in order to attempt to resolve a dispute.

The mediator: Médiation Franchise Consommateurs (MFC), Fédération Française de la Franchise, 29 Boulevard de Courcelles, 75008 Paris.

Website: <https://www.mediation-franchise.com/saisir-la-mediation>  
Details regarding the procedure are available at Rental Offices and online at [www.rentacar.fr/cgv](http://www.rentacar.fr/cgv). Some franchisees and independent operators may use a different mediator. All franchisees are required to give this information and state this in the Rental Agreement.

### VI.2. Jurisdiction in the event of disputes

All disputes arising from a Vehicle rental that could not be resolved through mediation as described above, must be referred to the Commercial Court of Paris or for the location of the Franchisee's registered office where the rental is provided by a franchisee, unless the defendant is a Consumer as defined in the introductory article of the Consumer Code, in which case the provisions of Article R.631-3 of the Consumer Code shall apply, assigning jurisdiction to the Consumer's place of residence, or, at the Customer's discretion, in the location where the harmful event took place.

**VI.3. The General Rental Conditions are supplemented by online Booking terms and conditions, where a Vehicle is booked via a Website.**

### VI.4. Personal data

You have the right to (i) request to view, correct, update and erase your Personal Data as well as restrict the processing of your Personal Data; (ii) portability (iii) object, at any time, for reasons linked to your individual circumstances, to the processing of your Personal Data (iv) file a complaint with the French Data Protection Authority (CNIL) if you believe that the processing of your Personal Data constitutes a breach of existing law and regulations.

To do so, please send your request, enclosing proof of identity, by post to: Data Protection Officer, Rent A Car, 1 Quai Gabriel Péri, 94340 Joinville-le-Pont.

You acknowledge that You have been informed of the Privacy Statement.

For specific queries, You may contact the Rental Operator :

**0 891 700 200** Service 0,20 € / min  
+ prix appel

Online: [www.rentacar.fr](http://www.rentacar.fr) and [www.allez-simple.com](http://www.allez-simple.com)

*I acknowledge that I have read the General Rental Conditions*

Date and signature (preceded by the note «Agreed for rental»).