

DEFINITIONS

Accident: any event that involves the rented Vehicle and/or its Driver

Agency: Agency used by the Lessor or by one of its affiliates or franchisees, independent traders.

Cancellation/Modification: Cancellation or request by the Lessee to change one of the conditions of the Booking.

Driver: the Lessee and/or the person authorised by the Lessor (additional Driver) to drive the Vehicle, who are together jointly and severally liable for it.

Rental Agreement: the rules applicable to the relationship between you, the Driver, and the Lessor. It includes this document, the Agreement, the forms entitled "Vehicle Condition - departure and return", the General Information, and the terms and conditions of Additional Insurance and Excess Cover or other options, if taken out.

Deposit(s): amount(s) transferred at the time of the conclusion of the Rental Agreement or irrevocable authorisation(s) to charge the Lessee's credit card to ensure that all amounts due are paid, including any potential post-parking fixed amounts (FPS) as stated below or, in some Agencies, cheque(s) made out for the inspection fees, the amount of which is specified in the General Information.

Force majeure: within the meaning generally set by courts, an event beyond the Lessee's control that could not be reasonably foreseen and the consequences of which could not be avoided, which you must demonstrate.

Parking fees: Amounts that you must pay for parking the Vehicle throughout the duration of the Rental Agreement (costs and potential post-parking fixed amounts (so-called FPS, *forfaits post stationnement*)).

Excess(es): amount(s) payable by you in the event of an Accident or Theft. Excess amounts are specified in the General Information, on the Websites, and are included in the Rental Agreement.

General Information: provisions and information made available to customers in the Agency and/or on the Websites to meet legal obligations and that mention the maximum prices recommended.

Lessee: natural or legal person who signs the Rental Agreement and is in charge of caring for the Vehicle and who, together with the Driver, is jointly and severally liable for it. The person who signs the Agreement is deemed to be the Lessee.

Payment methods: cash in accordance with the applicable legislation and/or bank cheques from a French bank or electronic payment instruments authorised by Rent A Car associated with a Visa, MasterCard, or CB credit card linked to a bank account - except for immediate debit cards requiring systematic authorisation (such as Maestro, Electron, Indigo, Kyriel, Cyrus, etc.). Cards from other networks may be accepted by some Agencies.

We or the Lessor: Agency used by the Lessor or by one of its affiliates or by a member of the franchise network.

Rental price: price applicable to the rental and its components. It is determined at the time of the conclusion of the Rental Agreement and may be increased by the costs of the amounts you must pay pursuant to these terms and conditions.

Booking: conclusion of a final agreement relating to the rental of a Vehicle, in an Agency or on the Websites.

Website(s): IT tools for renting a Vehicle online. Comparison websites, intermediaries, and all other websites that include a link or reference or are referenced by/on our Websites are not considered Websites within the meaning of this Rental Agreement.

Self-Service Vehicle (SSV) System: An agreement that allows the Lessee to conclude the Rental Agreement remotely, in whole or in part, by means of digital tools and to collect and return the Vehicle remotely.

Vehicle registration document: Photocopy of the registration document and insurance certificate and copy 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) or lightweight commercial vehicle (LCV) or no license vehicles - light quadricycles (NLV), including its various accessories and equipment.

You: the Lessee and/or the Driver.

Theft: disappearance or theft of the Vehicle rented or failure to return it.

In cases referred to in III. 2. below, any Additional Insurance and Excess Cover taken out do not apply (see the information notices available in the Agency and/or on the Websites).

I HOW TO RENT A VEHICLE FROM RENT A CAR?

I.1. Required documents

For natural persons: proof of address issued within the last three months (energy or telecommunications bill, etc.), payment method, and required identity document (national identity card or passport), a valid email address, and, for the SSV system, a mobile phone with a camera.

For companies and associations: a company registration certificate issued within the last month, a document certifying of the power to act as company representative together with a purchase order, and a copy of an identity document, an accepted payment method, a valid email address, and, for the SSV system, a mobile phone connected to a mobile network and with a camera.

Regardless of the payment method used, we reserve the right to carry out all the necessary checks and to consent to the rental or refuse it if there is reasonable cause.

I.2. Conditions relating to the Driver

PVs and LCVs: For natural persons: (i) a driving license (original and in French). Foreign driving licenses are accepted as long as they are written in Latin characters (European or international driving license) and presented with a certified translation, (ii) currently valid, (iii) of a category adapted to the category of the Vehicle, and (iv) depending on the Vehicle category, held longer than the minimum time specified in the General Information.

NLVs: The Lessee must be at least 20 years old and must have undergone compulsory basic training for lightweight quadricycles or hold a car or motorbike driving license.

Some Agencies may consider authorising Drivers who do not fulfil the abovementioned conditions to drive the Vehicle. Such potential authorisations are issued by the Agency subject to purchasing the relevant option.

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

The rental is strictly personal; it is prohibited to sublease and/or lend the vehicle either free of charge or in return for payment. Except in cases of force majeure or the authorised Driver's indisposition, only the Driver(s) named in the Rental Agreement is/are authorised to drive the Vehicle. You may add one or more additional Drivers, provided you purchase the corresponding option. In cases where the Driver is not the Lessee, the latter shall ensure that the Driver complies with the provisions of the Rental Agreement. In the event of an Accident while the Vehicle is driven by a Driver not named in the Rental Agreement (except for cases of force majeure as stated above), the Lessee shall remain liable to the Lessor for any damage to the Vehicle.

II - THE VEHICLE

II.1. Departure of the Vehicle

Before you take possession of the vehicle, we will fill in together and sign the "Vehicle condition - departure" form, which notes any potential damage, the mileage, and the fuel level. In the event of any technical faults or defects that are not apparent, you should let us know within 30 minutes of leaving. Otherwise, the Vehicle will be deemed to have been given to you in a good working condition. You must return the Vehicle in the same condition and with the same fuel level as noted upon departure.

In the case of some participating Agencies and/or the SSV system, you may be required to fill in the Vehicle condition form yourself and send it through the application. By sending the form, you personally acknowledge the Vehicle's condition.

If you do not sign the "Vehicle condition" form or do not send it (except in cases where the application malfunctions), you accept that the Vehicle's condition is the condition recorded when the Vehicle was last returned prior to the Rental Agreement.

II.2. Use of the Vehicle

II.2.1. Reasonable use of the Vehicle - driving abroad

You must take proper care of the Vehicle, use it in a reasonable manner, and keep it reasonably clean.

You must scrupulously adhere to the highway code.

You can use the Vehicle in France only, on proper roads open to traffic.

Driving in foreign countries requires the Agency's prior consent and, in the case of some Vehicles (One Way), is subject to a fee specified in the General Information. If the Agency agrees to this, you must ensure that the Vehicle has suitable equipment in line with the road traffic regulations of the country in which you and/or the Driver will be driving or through which you will be crossing.

II.2.2. Unauthorised use

It is prohibited to use the Vehicle in the following ways:

- Provide a passenger transport service, in return for payment or any kind of remuneration (passenger vehicle with driver or equivalent);
- Tow (or push) any other Vehicle or trailer (except for Vehicles specially adapted by the Lessor and within the limits of the maximum authorised weight);
- Any use for illegal or unethical purposes, for advertising purposes (except with the Agency's consent), or for any type of propaganda;
- Learn to drive or drive it as part of events, races, or sports competitions (or practice for these) or route investigations;
- Transport flammable, explosive, corrosive, or oxidising substances, in contravention of legal provisions;
- Transport animals (except pets).

You must ensure that the Vehicle is locked when it is not being used. Locking and start-up mechanisms, as well as Vehicle registration documents, should never be left in the Vehicle, even temporarily.

II.2.3. Geolocation

You should be aware that Vehicles are likely to be equipped with on-board geolocation systems that make it possible to locate them in real time, and in some cases to activate or deactivate locking and start-up/shutdown mechanisms (electronic devices) or to detect impacts. These services are in place for safety purposes and to fight against Theft and/or fraud. In accordance with the law, you have a right to access, rectify, or remove information relating to you (see VI.4).

In the event of failure to comply with the provisions of the Rental Agreement or in the event of Theft of the Vehicle, and in line with the General Information, we reserve the right to activate the Vehicle's locking and start-up/shutdown mechanisms, which the Lessee and/or the Driver recognise(s) to have been warned against and to have expressly agreed to.

II.2.4. Witnesses/Maintenance

You must remain alert to any signal from the Vehicle's warning light and, where appropriate, take all the necessary precautionary measures such as, if required, an emergency stop.

Any Modification of the Vehicle or any mechanical intervention performed on it is prohibited without the Agency's prior written consent. If you do not adhere to this rule, you will be required to bear the justified costs for restoring the Vehicle to the same condition as the one it was in when you took possession of it. In the case of Rental Agreements for which the duration has been extended beyond thirty days, you must present yourself at the Agency upon its request so that it can take a note of the Vehicle's condition. During this visit, "Vehicle condition" forms may be filled in and it is likely you will incur charges. If you do not complete this visit on the required day, the Rental Agreement may be terminated.

II.2.5. A safety kit (warning triangle + high visibility vest) will be provided to you during the rental period. If you do not return the kit together with the Vehicle, you will be charged fees, the terms of which are specified in the General Information.

II.2.6. Infringements

You are responsible for any infringements of the highway code committed by you as well as parking fees and charges during the rental period and you must pay the corresponding amounts. We pass your details on to the authorities. For any infringement of the highway code or parking fees attributable to you, we will charge you administrative costs, the terms of which are specified in the General Information.

II. 3. Rental duration

II.3.1. Rental is calculated by periods of 24 hours or, in the case of some participating Agencies and the SSV system, according to the schedule specified in the Rental Agreement. A delay of 29 minutes is allowed (2 hours for One Way). If this period is exceeded, a new day shall be invoiced according to the maximum tariff specified in the General Information and according to the category of the Vehicle in question. In the case of One Way Vehicles, you will be charged a fixed fee, which is specified in the General Information.

If you wish to extend the rental period beyond its initial duration, you must first request the Agency's consent. We reserve the right to approve or reject the extension, particularly depending on availability and under conditions to be set by mutual agreement. For your part, you undertake to sign (or, in the case of some participating Agencies, to send by email), without delay, all the documents requested by the Agency to formalise the extension. If the Vehicle is returned early, no refund will be made.

II.3.2. Cancellation/Modification of a Booking

Online Bookings and Rental Agreements can be neither modified nor cancelled once the Vehicle has been issued.

Prior to this date, the Lessee may request a Cancellation/Modification from the Agency by email (with delivery and read reports) or by post.

Requesting a Cancellation after the Booking has been made will give rise to charges that vary depending on the date on which the Cancellation is requested. The minimum charge for this is €30 including all taxes (Cancellation more than 72 hours before departure (except for One Way Vehicles: more than thirty days)) and the maximum charge is the amount transferred when making the payment at the time of the Booking (Cancellation less than 72 hours before departure (except for One Way Vehicles: less than five days)).

In the event of a Modification request, the Agency shall make every effort to accommodate your request within the limits of Vehicle availability. However, on this occasion, you will be offered new financial terms that you may accept or refuse.

The terms, timescales, and costs of Cancellation/Modification requests are detailed on the Websites and in the General Information.

II.4. End of the Rental Agreement

II.4.1. Place and time for returning the Vehicle

Except for cases of force majeure, abandoning the Vehicle will incur charges and consequences inherent in abandoning and retrieving the Vehicle.

II.4.2. Vehicle condition upon its return

You must return the Vehicle in the same condition as noted upon departure. When you return the Vehicle, we will fill in together and sign the "Vehicle condition - return form", which notes any potential damage, the number of kilometres travelled, and the fuel level upon the return of the rented Vehicle.

In the case of some participating Agencies and the SSV system, you may be required to fill in the Vehicle condition form yourself and send it through the application.

If you do not wish to fill in with us or send the "Vehicle condition - return" form, you entrust us with filling in the "Vehicle condition - return" form ourselves and you accept the findings as well as, where applicable, to pay for the damages and/or additional costs calculated as stated in III.3 below.

III - INCIDENTS THAT MAY OCCUR DURING THE RENTAL

In the event of an Accident, a breakdown that immobilises the Vehicle, or Theft, you must immediately contact our support team, whose telephone number is indicated on the Agreement.

III.1. Accident

III.1.1. Your obligations

In the event of an Accident, you must notify the Agency immediately. Regardless of whether you are responsible or not, you must provide the Agency with an accident statement, except in the case of force majeure, as soon as possible within 48 hours of the Accident and, in all cases, before the end of the Rental Agreement. You must make every reasonable effort to fill in the accident statement in a way that is legible and usable and ensure it is signed by both Parties. If you are unable to do so, you will be required to provide us with the police report drawn up at the time of the Accident. If the Vehicle is damaged, you should not have it repaired, except with the Agency's prior formal consent. If you fail to comply with these obligations, you shall be liable for the amount of our loss.

III.1.2. Your financial commitment

In the event of an Accident, your financial commitment is as follows:

- Limited to the Excess amount, except for cases referred to in III.2 below, if you are fully or partially responsible for the Accident or if the third party is not identified, even if the Accident did not result in any damage to the Vehicle, due to the amount of charges and costs that we will bear,
- Total and must cover our loss in the cases referred to in Article III.2 below. In the event of an Accident for which you are responsible, you shall be liable for the administrative costs, the amount of which is specified in the General Information.

III.2. What is not insured

Except in cases of force majeure, you are fully liable for any damage and the provisions for the Excess may not be applied, within the limits of the Vehicle's Value plus the fees and costs related to its immobilisation in the following cases:

- Failure to comply with the provisions specified in II.2.2 above;
- Poor assessment of the dimensions (height, length, etc.) of the Vehicle, both its upper and lower parts (upper parts of the Vehicle: those located above the windscreen line and lower parts: those located beneath the bottom of the doors/bumpers). The heights of our Vehicles are available in the Agencies;
- Errors relating to the type of fuel, alterations, and damage to mechanical parts when these are caused by an obviously incorrect or unsuitable use and/or by continuing to drive despite warnings on the dashboard, or by any Modification of the Vehicle;
- Exceeding, by your own fault, the duration of the rental period without authorisation, and failure to complete the visit referred to in II.2.4 above;
- Allowing any person not authorised by us to drive the Vehicle, except in cases referred to above;
- Driving under the influence of alcohol, narcotics, drugs, barbiturates, or any other medicines other than medicine taken as part of a prescribed treatment monitored by a physician and compatible with driving a motorised ground Vehicle; it is specified here that any refusal by the Lessee and/or the Driver to undergo checks by the police authorities shall be treated as such;
- Abandoning or not returning the Vehicle by your own fault (except in cases of force majeure);
- Damage to seats and interior fittings (including burns, rips, stains, etc.) and damage caused by any transported items or animals;
- Broken windows, glass, or rearview mirrors;
- If an Accident is not declared, even if the Vehicle has not suffered any damage, or if the Agency is not provided with an accident statement or if this accident statement is unusable or fraudulent (fake affidavit);
- An Accident that you are responsible for and that results in the Vehicle being permanently unusable and/or economically beyond repair or unsuitable for traffic (so-called VGE - *Véhicule Gravement Endommagé*, Severely Damaged Vehicle);
- Damage, Accidents, and deterioration caused voluntarily by you, your representatives, or your dependants;
- Negligence or manifestly excessive fault(s) on your part when driving or caring for the Vehicle (including the locking and start-up/shutdown mechanisms) and, particularly, failure to comply with binding rules and criteria relating to driving imposed by the applicable law or regulations when driving the Vehicle;
- Exceeding the authorised weight;
- If you have acquired the Vehicle using a false declaration or in case of wrongdoing, misappropriation, malicious use, or fraud committed by you or one of your representatives or dependants. If the Lessee or the Driver is in any official, governmental, or police database of persons proven or suspected to be terrorists, and if either or both are members of terrorist organisations, drug traffickers, or involved as suppliers in the illegal trade of arms, whether nuclear, chemical, or biological.

III.3. Damage assessment

The amount of damage suffered will be calculated either by means of teleconsultation software used by an independent and certified body, or by an independent expert; you will be notified of the conclusions within 8 working days from returning the Vehicle.

You must additionally pay the immobilisation costs calculated based on the rate for an additional day as specified in the Rental Agreement.

In case of disagreement, you may, within 8 working days from the above notification and at your own expense, request that an assessment be carried out by a certified expert or, if applicable, an expert included on the list of judiciary experts under the jurisdiction of the Appeals Court of the place of the rental or the place of your residence, competent in the automobile industry. The expert's conclusions will be imposed on both parties.

You expressly authorise us to keep all or part of the deposit. You also undertake to pay any excess amounts still due.

III.4. Theft or attempted Theft of the Vehicle

III.4.1. Provisions to be made

You must declare the Theft or attempted Theft to the police authorities and the Agency as soon as you become aware of it and return the Vehicle's locking and start-up/shutdown mechanisms and the receipt confirming the declaration of Theft.

This formality must be completed within two working days from the moment that you became aware of the (attempted) Theft (except in cases of force majeure). The rental will come to an end on the day the above formalities are completed.

We reserve the right to activate the Vehicle's locking and start-up/shutdown mechanisms, against which you declare to have been warned and to which you expressly agree.

III.4.2. Consequences of Theft or attempted Theft

If you comply with the abovementioned provisions, your financial commitment will be limited to the Excess amount. However, your financial commitment will be total if:

- You do not meet the above obligations, particularly with regards to returning the items referred to in III.4.1 above;
- If the Theft or attempted Theft is attributable to you, your representatives, or your dependants, or if the Theft was able to be carried out with your complicity;
- In case of Theft of the Vehicle due to your negligence in caring for the Vehicle and/or the Vehicle's locking and start-up/shutdown mechanism (keys or electronic devices);
- As a result of giving the Vehicle's locking and start-up/shutdown mechanism to any person other than an identified member of our staff outside the Agency.

In such a case, you shall be liable for paying us the Value of the Vehicle. You expressly authorise us to keep the Deposit under the conditions referred to above and you undertake to pay us any amounts due.

IV - INSURANCE AND EXCESS COVER

V.1. Liability insurance and third-party insurance

Your third-party liability is covered by the liability (*Responsabilité Civile*) insurance policy paid in accordance with statutory provisions. It covers any damage caused to third parties.

It does not cover damage of any nature caused to the Vehicle. It does not cover Theft.

Similarly, we cannot be held liable for any loss of opportunity or operating loss that occurs as part of the fulfilment of this Rental Agreement.

V.2. What you should potentially insure or what remains your responsibility

We are not liable - even after the Vehicle has been returned - for any damage to or disappearance of clothes, personal items, valuables, computer equipment, mobile devices, mobile phones, etc. and any items or merchandise transported in the Vehicle.

V.3. Additional insurance and excess cover

Some Agencies offer the possibility to pay for **additional insurance** and excess cover, of which the prices and conditions of application are available in the Agency and/or on the Websites.

By paying for excess cover, you can reduce the amount of your financial responsibility in the event of an Accident or Theft of the Vehicle, or in the case of some specific damage.

In cases referred to in III.2 above, excess cover and additional insurance, if taken out, do not apply.

V - FINANCIAL TERMS

V.1. Rental price - Delays - Deposit

V.1.1. Rental price – Delays – Deposit

To be able to take possession of the Vehicle, you must pay in advance the Price of the Rental and provide the deposit, which is calculated at the time of concluding the Rental Agreement. If you refuse to do so, you cannot take possession of the vehicle.

At the end of the Rental Agreement, you must pay the remaining amounts for which you are liable pursuant to these terms and conditions.

The Lessee is liable for parking charges incurred while the Vehicle was in their possession during the Rental Agreement. The Lessee authorises the Lessor to charge their account using the authorised Payment method and, if necessary, to keep the Deposit if the Lessor is required to settle any post-parking fixed amounts.

Except in the event of an Accident or Theft, the Deposit (except for the one that we may request, where applicable, to guarantee the payment of post-parking fixed amounts, refundable upon proof of payment by you of the said fees) is refunded at the end of the Rental Agreement, after deduction of any amounts due to the Lessor under the conditions set out above.

In the case of Rental Agreements concluded with professionals and pursuant to Article L.441-6 of the French Commercial Code, you will be requested to pay a fixed-rate compensation of €40 including all taxes for any recovery costs due to late payment.

If the balance is in your favour, we shall refund the said sum within the same timescale and conditions as set out above.

V.1.2. Fuel, other costs

You are responsible for paying for fuel and you must return the Vehicle with the same fuel level as indicated in the "Vehicle condition - departure" form. If you fail to do so, you will be invoiced for the cost of the fuel plus a compensation amount corresponding to the charges and costs of services (the amount for which is specified in the General Information).

A Vehicle returned in an abnormally dirty condition may be subject to a flat-rate charge, the amount of which is specified in the General Information.

The number of kilometres travelled is calculated as the difference on the Vehicle's odometer between the number upon departure and the number upon the Vehicle's return to the Agency. Except for cases of mechanical failure, if the odometer could not function correctly by your fault, you shall be liable to pay compensation for the amount corresponding to 1,000 km per day of rental, calculated based on the amount applicable to the category of the Vehicle rented, specified in the General Information.

VI - MISCELLANEOUS PROVISIONS

VI.1. Mediation

In the event of a consumer dispute, as defined in Order 2015-1033 of 20 August 2015, you have the right to seek recourse by a mediator in order to resolve the dispute.

This mediator is: Médiation Franchise Consommateurs (MFC) - Fédération Française de la Franchise (French Franchise Federation) - 29 Boulevard de Courcelles - 75008 PARIS. Tel.: +33 1 53 75 22 25.

Website: <https://www.mediation-franchise.com/saisir-la-mediation>

Detailed information about the procedure is available in Agencies and on the Website: www.rentacar.fr/cgv. Some franchisees and independent traders may have chosen a different mediator. Each franchisee is required to provide you with this information and include it in the Rental Agreement.

VI.2. Competent court in the event of a dispute

Any disputes relating to the rental of a Vehicle and which could not be resolved through the abovementioned mediation process must be settled by the commercial court of Paris or of the place where the Franchisee's headquarters are located if the rental was approved by the latter, except if the defendant is a Consumer within the meaning of the introductory article of the French Consumer Code, in which case the provisions of Article R 631-3 of the French Consumer Code will apply, namely the Consumer's place of residence or, if they so choose, the place where the event giving rise to the damage occurred.

VI.3. The General Terms and Conditions of Rental are supplemented by the conditions for the application of the online Booking in cases where a Vehicle is booked on a Website.

VI.4. Personal information

In accordance with legal provisions, you have the right to oppose the recording of your personal information on these forms and any use thereof, as well as a right to access, rectify, and remove information relating to you by sending your request, together with proof of identity, by regular mail to: RENT A CAR 1 quai Gabriel PERI 94340 Joinville le Pont. By signing the Rental Agreement, you authorise us to use and send your personal information to companies from the Rent A Car Group, their partners, and their subcontractors, and to store them in accordance with the provisions and timescales that apply to the protection of personal information.

If you have any specific questions, the Lessor is available to assist you on:

0 891 700 200

Service 0,20 € / min
+ prix appel

Customer Service: 0 820 20 51 51 - €0.09/min + price of the call

0 820 20 51 51

Service 0,09 € / min
+ prix appel

Website: www.rentacar.fr and www.allez-simple.com

*I acknowledge that I have read the
General Terms and Conditions of Rental*

Date and signature preceded by the word "Approved".