

## DEFINITIONS

**Accident(s):** any event involving - or relating to - the rented Vehicle and/or its Driver, including partial or total fire of the Vehicle. If the Lessee is involved in several Accidents during the term of the rental contract, each Accident is independent, and the Lessee shall be liable for payment of the sums due in respect of each of the Accidents.

**Agency:** agency operated by the Lessor or by one of its subsidiaries or by franchisees, who may be independent traders.

**Cancellation/Modification:** cancellation or request by the Lessee to change any of the conditions of the Reservation.

**Additional Insurances and Additional Protection:** provisions allowing the Lessor's financial liability to be reduced in the event of an Accident or Theft taken out at the time the Reservation is made, either on the Site(s) or in the Agency no later than the day of departure of the Vehicle, in return for payment of the price of the Additional Insurances and/or Additional Protection. The specific terms and conditions of Additional Insurance and Additional Protection can be consulted in branches and online at [www.rentacar.fr](http://www.rentacar.fr).

**In the cases referred to in III. 2. below, any Additional Insurances and Additional Protection taken out are inapplicable. Driver:** the Lessee and/or the person authorised by the Lessor (Additional Driver) and mentioned on the Contract at the time of departure of the Vehicle, who are jointly and severally liable.

**Rental Contract:** rules applicable to the relationship between You, the Driver and the Lessor. It includes this document, the Contract, the Vehicle Condition Statement, the General Information and the terms and conditions of any Additional Insurance and any Additional Protection or options that may have been taken out.

**General Rental Conditions:** these General Rental Conditions. They apply to Vehicle rental services provided by any of the companies in the Lessor's Group or affiliated companies (such as, but not limited to, RENT A CAR, Lila (Allez Simple), Aixam by Rent a Car).

Certain operators of the RENT A CAR brand or certain companies or branches of the RENT A CAR Group dedicated to related activities may apply different general rental conditions. In this case, these General Terms and Conditions of Rental shall not apply and RENT A CAR shall not be liable or concerned in this respect.

**Guarantee Deposit(s):** sum(s) intended to guarantee the payment of all sums due, including any FPS, the amount of which is determined at the time of conclusion of the Rental Contract and which may be the subject, at the Lessor's choice, of a payment, an irrevocable direct debit authorisation or provisions allowing the payment Method to be debited at a later date. Systematic authorisation immediate debit cards cannot be used for the Security Deposit.

**Vehicle Condition Statement:** descriptive report drawn up at the time of departure and return of the Vehicle carried out together and signed, where applicable electronically on a dedicated application. In this case, the departure description, including the Lessee's signature, shall be stored electronically on unalterable media. The image of the descriptive statements shall have the legal value of an original document.

**Force majeure:** an event as defined by the courts and which is up to You to prove

It should be noted that hail is not considered to be a case of Force Majeure within the meaning of these terms and conditions.

**Parking charge:** the amount that You must pay for parking the Vehicle during the term of the Rental Agreement (including post-parking charges (FPS)).

**Deductible(s):** amount(s) which, except for the exclusions mentioned below, remain(s) payable by You in the event of an Accident or Theft. The Deductibles are mentioned in the General Information, on the Site(s) and appear on the Rental Contract.

**General Information:** information made available to Customers in the Agency and/or on the Site(s) in order to meet regulatory obligations and mentioning, in particular, the recommended maximum prices and other information supplementing the General Terms and Conditions of Rental.

**Lessee:** the natural person or legal entity signing the Rental Contract who is responsible for the safekeeping of the Vehicle and who is jointly and severally liable with the Driver. The signatory of the Rental contract Agreement is deemed to be the Lessee.

**Means of payment:** cash in accordance with applicable legislation and/or bank cheques drawn on a French bank and/or electronic payment instruments authorised by the Lessor (Visa, MasterCard, etc.).

**We or the Lessor:** agency operated by the Lessor or by one of its subsidiaries or a member of its network.

**Identity document:** original national identity card or passport.

**Rental price:** price applicable to the rental service and its components. It is fixed when the Rental Contract is concluded and may be increased by the cost of the sums still to be paid by You.

**Reservation:** conclusion of a definitive Vehicle rental agreement in the Agency and on the Site(s).

**Site(s):** the Rent A Car Group's IT tools for online Vehicle reservation and payment. For the purposes of this Rental Agreement, the sites of comparators or intermediaries or any other sites that include a link or reference or that are referenced on our Sites are not considered to be Sites.

**Self-service Vehicle (SSV) system:** system enabling the Rental Contract to be concluded remotely using digital tools and the self-service Vehicle to be collected and returned. The VLS vehicle can be fitted with a keyless start system.

**Mobile phone:** telephone, equipped with a Bluetooth system, including a digital camera, an active geolocation system and access to the mobile network.

**Travel documents:** photocopy of registration certificate, certificate of identity, etc. and the Rental Contract.

**Value of the Vehicle:** the "argus" value of the Vehicle for transactions between private individuals on the date of the Accident or Theft, including its accessories and equipment or, where applicable, the value determined by an expert.

**Vehicle:** private car (PC) or light commercial vehicle (LCV) or unlicensed car - light quadricycle (LCV) including any accessories and equipment.

**You:** the Lessee and/or the Driver(s) jointly and severally mentioned on the Rental Contract.

**Theft:** any disappearance, misappropriation, fraudulent removal or failure to return the Vehicle and/or its accessories and equipment on the correct date.

## I - HOW TO RENT A VEHICLE

## I.1. Essential documents and items

**For individuals:** proof of address less than three months old (energy or telecoms bill, etc.), means of payment and proof of identity, a valid e-mail address and, for the VLS system in particular, a mobile phone.

**For companies or associations:** a Kbis extract less than one month old (a copy of the articles of association for associations), a power of attorney from the company representative accompanied by an order form and a copy of his/her ID, a means of payment, a valid email address and, in particular for the VLS system, a mobile phone.

Whatever the means of payment used, We reserve the right to carry out any necessary checks and to agree or refuse to agree to the rental in the event of a legitimate reason.

## I.2. Driver conditions

The Driver must present to the Agency the original of his/her valid driving licence or road safety certificate (brevet de sécurité routière option quadricycle léger pour les véhicules sans permis) for the category of Vehicle rentals and obtained within the minimum period specified in the General Information. Foreign permits are accepted provided they are in Latin characters and accompanied by a sworn translation.

## I.3. Who can drive a Vehicle?

Except in cases of Force Majeure or medical unavailability of the authorised Driver, only the Driver(s) indicated on the Rental Contract is (are) authorised to drive the vehicle.

If the Driver is not the Lessee, the Lessee shall be responsible for the Driver's compliance with the stipulations of the Rental Contract.

In the event of an Accident while being driven by a Driver not indicated on the Rental Contract, except in the event of Force Majeure or the medical unavailability of the authorised Driver, the Lessee remains liable to the Lessor for any loss suffered by the Lessor, including damage to the Vehicle. The Lessor shall bear the entire loss suffered by the Lessor, including damage to the Vehicle as set out in III.2 below, without any application being made of the provisions applicable to the Excess, nor of the Additional Insurances or Supplementary Protection.

## II - THE VEHICLE

## II.1. Departure of the Vehicle

On the Vehicle's departure, We shall draw up and sign a Vehicle Condition Report, indicating any damage, mileage, fuel level or electrical charge and any accessories.

The signature of the Vehicle Condition implies recognition of the joint nature of this statement, which highlights any apparent defects.

In the event of technical anomaly(ies) or hidden defects, You must notify Us within 30 minutes of departure. Otherwise, it shall be deemed to have been returned to you in good working order. You must return the

Vehicle with its accessories in the same condition and with the same level of fuel or electrical charge as on departure.

In certain participating Agencies and/or for the VLS system, the Vehicle Condition may be established directly by you and transmitted using a dedicated application. This transmission constitutes your acknowledgement of the Vehicle Condition Statement.

In the event that the Vehicle Condition Statement is not signed by You or is not transmitted by You (except in the event of a malfunction of the application), You accept that the Vehicle Condition Statement shall be based on that recorded on the last rental return prior to the Rental Agreement.

## II.2. Use of the Vehicle

## II.2.1. Reasonable use of the Vehicle - Vehicle equipment

You must comply with the Highway Code.

**Depending on your destination and before taking possession of the Vehicle, it is your responsibility to check that it has the appropriate equipment in accordance with road traffic regulations (for example: tyres or equipment suitable for your destination) and, if necessary, to ask the Agency.**

## II.2.2. Unauthorised uses

The following uses of the Vehicle are not permitted:

- Lend or sublet the Vehicle free of charge or against payment;
- To provide passenger transport services (chauffeur-driven tourist vehicles (VTC) or equivalent), either for consideration or in return for payment;
- Towing (or pushing) any other vehicle or trailer (except vehicles specially equipped by the Lessor and within the maximum authorised load);
- Any use for illicit or immoral purposes, for advertising purposes (except agreement of the Agency) or propaganda of any kind;
- Learning to drive or as part of sporting events, races or competitions (or their trials) or route reconnaissance;
- Transporting flammable, explosive, corrosive or oxidising materials, in contravention of the law;
- Transporting animals (except pets).

You may use the Vehicle in France exclusively on roads authorised for traffic and/or on roads whose surface and state of maintenance do not present a risk to the tyres or underbody of the vehicle. Travel to foreign countries requires prior written approval from the Agency and may give rise to the invoicing of a supplement.

Any misuse or misjudgement of the Vehicle's dimensions, causing damage to the damage to it, you shall be fully liable as stated in the paragraph

## III.2 below.

You must ensure that the Vehicle is locked when not in use. Locking and ignition systems and Vehicle registration documents must not be left in the Vehicle, even temporarily.

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

Vehicles may be equipped with geolocation and crash detection systems. In accordance with the Law, You have the right to access, rectify and delete data concerning You.

In the event of non-compliance with the stipulations of the Rental Contract and/or in the event of Theft of the Vehicle and/or in the event of disconnection or damage to or alteration of the geolocation systems, We reserve the right to activate the Vehicle's locking and start/stop systems, of which the Lessee and/or Driver acknowledges(s) having been informed and having expressly consented thereto.

### **II.2.4. Witnesses/Maintenance/Periodic inspection(s)**

You must remain vigilant to any signal emitted by a warning light on the Vehicle and, where appropriate, take all necessary precautionary measures such as, if necessary, stopping in an emergency.

Any modification of the Vehicle or any mechanical work on it is strictly prohibited.

without the prior written authorisation of the Agency.

If the Vehicle has been used by You for more than thirty days under one or more Rental Contracts, You must have the Vehicle Condition Statement and its accessories, in particular the tailgates, inspected by the Agency at least once every thirty days and send the Agency an odometer reading. You are reminded that certain vehicles fitted with lifting equipment (tailgates) are subject to periodic inspection, which You must undergo. If You fail to do so, You shall be held entirely responsible for the absence of inspection. A Vehicle Condition Report may then be drawn up and an invoice may be issued. Failure to carry out this inspection on the correct date shall result in the termination of the Rental Contract. You shall be billed for any extra kilometres.

If the above stipulations are not complied with, You shall have to bear the justified

costs of restoring and/or repairing the Vehicle as described in paragraph

**III.2** below.

### **II.2.5. Infractions, parking charges and free-flow tolls**

You are responsible for any infringements of the Highway Code committed by you, as well as for parking charges and the payment of free-flow tolls during the rental period, and You must pay the corresponding sums. We shall pass on your details to the authorities.

With regard to Infractions, free-flow toll payments and Parking Charges, and any increases thereto, We charge You the amounts shown in the General Terms and Conditions.

## **II. 3. The duration of the rental contract**

### **II.3.1. The duration of the rental contract is shown on the Rental Contract.**

In the event of an authorised overrun, You shall be invoiced for each additional 24 hours at the maximum rate shown in the General Information and according to the category of Vehicle concerned.

For One-Way Vehicles, a flat-rate fee, the amount of which is shown in the Vehicle Information.

General, shall be invoiced to You.

A delay of 29 minutes (2 hours for One-Way) is tolerated.

You may ask the Agency to extend the Rental contract beyond its initial term. We reserve the right to authorise or refuse the said extension, subject to availability and to conditions to be agreed by mutual consent. You undertake to sign (or in certain participating Agencies to send electronically), without delay, any documents requested by the Agency to formalise the said extension.

In the event of early return, You remain liable for the rental price until the end of the contract and no refund shall be made.

### **II.3.2. Cancellation/Modification**

The Rental Contract cannot be modified or cancelled once the Vehicle has been delivered. Prior to delivery, the Lessee may request a Cancellation or a Modification by e-mail or by post addressed to the agency.

In the event of a Modification request, the Agency shall do its best to satisfy your request within the limits of Vehicle availability. On this occasion, new financial conditions shall be proposed to You.

The terms, deadlines and costs of the Cancellation/Modification request are set out in the following table

on the Site(s) and the General Information.

## **II.4. The end of the Rental contract**

### **II.4.1. Venue and timetable**

You must return the Vehicle on the date and at the time specified in the Rental Contract. In Agencies offering a service where the Vehicle's locking and start/stop systems are deposited in the Agency's letterbox outside opening hours, You retain custody of and responsibility for the Vehicle until the next opening time of the said Agency. Except in cases of Force Majeure, in the event of abandonment of the Vehicle or delay in returning it, You shall have to bear the costs and consequences, in particular the costs associated with its abandonment and repatriation.

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

You must ensure that the Vehicle is kept in good condition and reasonably used, and that it is kept in a good state of cleanliness.

You must return the Vehicle in the same condition as it was found on departure. When the Vehicle is returned, We shall draw up and sign a Vehicle Condition Report together, indicating any damage, the number of km covered, the presence or absence of accessories and the level of fuel or electrical charge recorded on return.

In certain participating Agencies and for the VLS system, the Vehicle Condition Statement may be established directly by you and transmitted using the application.

If You do not wish to draw up the Vehicle Condition Report with Us or to sign or send it to Us, You entrust Us with the task of carrying out the Vehicle Condition Report on Your own, and accept the findings made and, where applicable, the invoicing of additional damages and/or costs calculated as set out in **III.3** below.

## **III- INCIDENTS THAT MAY OCCUR DURING THE RENTAL PERIOD**

**In the event of an Accident, breakdown that immobilises the Vehicle or Theft, You must immediately contact our assistance service, whose telephone numbers are shown on the Contract, and immediately inform the Agency.**

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

#### **III.1.1. Your obligations in the event of an accident**

In the event of an Accident, You must immediately report it to the Agency. An observation

An amicable report of the Accident, whether You are at fault or not, must be provided to the Agency, except in cases of Force Majeure, as soon as possible within 48 hours of the Accident and, in all cases, before the end of the Rental Contract. You must take all necessary steps to ensure that the joint accident report is legible, usable and signed by both parties. If this is not possible, You must provide Us with the police or gendarmerie report drawn up at the time of the Accident.

In all cases, You must provide the Agency with a detailed statement of the Accident. In the event of damage to the Vehicle, You must not have it repaired, except with the prior formal agreement of the Agency.

If You fail to comply with these obligations, You shall remain liable for the amount of our loss as stated in **III.2** below, it being specified here that, by way of penalties, this cannot be less than twice the amount of the Excess.

#### **III.1.2. Your financial commitment in the event of an Accident**

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

- Limited to the amount of the Excess, except in the cases referred to in **III.1.1** and **III. 2**, if You are totally or partially responsible for the loss or when the third party is not identified and, even when the Accident has not caused damage to the Vehicle (due to the amount of the expenses and costs that We bear, in particular the fixed insurance costs, etc.), Total and must compensate our loss in the cases referred to in **III. 2** hereinafter.

- In the event of an Accident for which You are wholly or partially responsible, You are also liable to pay the sums shown in the General Terms and Conditions.

## **III.2. Exclusions from the Deductible, Additional Insurance and Additional Protection**

Except in the event of Force Majeure, You shall have to bear the entire loss suffered by the Lessor (including damage to the Vehicle), without any application being made of the stipulations relating to the Excess, nor of any additional insurance or additional protection that may have been taken out, in the following cases:

- Non-compliance with the stipulations of **II.2.1, II.2.2, II.2.3 and II.2.4, III.1.1 and III.4.1**;

- Incorrect assessment of the top and bottom of the Vehicle and its width (gauge). The upper parts of the Vehicle are those located above the windscreen line, the lower parts are those located below the door sill/bumper. The heights of our Vehicles are available in our Agency;

- Misfuelling, alteration and deterioration of mechanical or electrical components resulting from manifestly faulty or inappropriate use or modification(s) made to the Vehicle;

- You are responsible for exceeding the rental period;

- Driving the Vehicle by any unauthorised person;

- Driving under the influence of spirits, narcotics, drugs or narcotics or medication that is incompatible with driving a vehicle, it being specified here that refusal by the Lessee and/or Driver to submit to checks by the police authorities shall be treated in the same way;

- Abandonment or non-return of the Vehicle by you (except in cases of Force Majeure);

- Damage to seats and equipment (including burns and tears), tasks, etc.) and damage caused by transported goods or animals;

- Damage to accessories, broken windows, panoramic roofs, mirrors and electrical recharging equipment;

- Tyre damage;

- Non-declaration of an Accident even if the Vehicle has not suffered any damage or in the event of non-transmission to the Agency of the amicable Accident report within the aforementioned time limits or if this amicable report is unusable or fraudulent (report of convenience) and in the event of non-transmission of the detailed report referred to in **III.1.1**; it being specified here that our loss may not, taking into account the costs borne by Us, be less, by way of penalties, than twice the amount of the Deductible;

- An accident for which You are responsible and which results in the Vehicle becoming permanently inoperable and/or economically irreparable or unfit for use on the road;

- Damage, accidents and deterioration caused voluntarily by Yourself and/or Your employees or assigns;

- Negligence or manifestly excessive fault on your part in driving or looking after the Vehicle (including the locking and start/stop systems) and in particular failure to comply with the rules and standards of driving imposed by law (for example, failure to obey road signs such as stop signs or red lights, etc.) or the regulations applicable when the Vehicle is in use;

- Exceeding the authorised weight, including information by vehicle category appears on the Site(s);

- Appropriation of the Vehicle by means of a false declaration or in the event of embezzlement, misappropriation, malicious use or fraud by you and/or your successors and assigns;

- If the Lessee or Driver appears on any official database of persons known or presumed to be terrorists, drug traffickers, or involved in the illegal trade of nuclear, chemical or biological weapons.

### **III.3. Damage assessment**

The amount of the damage shall be calculated either using remote appraisal software operated by an independent body or by an independent expert and shall be notified to You within 8 working days of the amount of the damage being determined. In addition, you shall have to pay the immobilisation costs calculated on the basis of the rate for the additional day shown on the Rental Contract. In the event of disagreement, You may, within 8 working days of the above notification, request, at your own expense, an expert appraisal carried out by an approved expert. The expert's conclusions shall be binding on the parties. You also undertake to pay any sums due.

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

#### **III.4.1. Measures to be taken**

You must report the Theft or attempted Theft to the police authorities as soon as You become aware of it. You must return the Vehicle's locking and start/stop systems and the receipt for the theft report to the Agency within two working days (except in the event of Force Majeure). The rental contract ends on the date on which the above formalities are completed. If You fail to comply with these obligations, You shall remain liable for the amount of our loss as stated in **III.2**, it being specified here that, by way of penalties, this cannot be less than twice the amount of the Excess.

We reserve the right to activate the following systems

locking and starting/stopping the Vehicle, which You acknowledge having been informed of and having expressly agreed to.

#### III.4.2. Consequences of theft or attempted theft

If the above provisions (III.4.1) have been complied with, your financial commitment is limited to the amount of the "theft" Excess mentioned both on the Rental Contract and in the General Information.

However, your financial commitment shall be total if:

- You have not fulfilled the above obligations, in particular the obligation to return the items referred to in III.4.1 above;
- If the Theft or attempted Theft is your fault and/or that of your beneficiaries or your employees, or if the Theft was carried out with your complicity;
- In the event of Theft of the Vehicle, due to your carelessness in the safekeeping of the Vehicle and/or the locking and start/stop system (keys or electronic systems) of the Vehicle;
- You have handed over the locking and start/stop system of the Vehicle to any person other than a member of our staff identified outside the Agency. In such cases, You must reimburse Us for the Value of the Vehicle.

### IV - INSURANCE AND ADDITIONAL PROTECTION

#### V.1. "Civil liability" insurance

The "Civil Liability" insurance policy taken out in application of the legal provisions covers property damage and personal injury that may be caused by the Vehicle to third parties. It does not cover damage of any kind to the Vehicle. It does not protect against Theft. Similarly, We shall not be held liable for any loss of opportunity or operating loss arising in connection with the performance of the Rental Contract.

#### V.2. What You may have to insure or what remains your responsibility

We are not responsible, even after the Vehicle has been returned, for damage to or disappearance of clothing, belongings, valuables, IT equipment, nomadic equipment, mobile phones, etc. and any objects or goods carried in the Vehicle.

#### V.3. Additional Insurance and Complementary Protection

Some Agencies offer to take out Additional Insurance and/or Complementary Protection, the rates and conditions of which are available in the Agency and/or on the Site(s).

In the cases referred to in III.2 above, any Additional Insurances and Additional Protection taken out are inapplicable.

#### V.4. Assistance

You may benefit from Assistance, the conditions of which are available on the Site(s) and/or in the Agency. Depending on your needs, PREMIUM assistance may be taken out as an accessory to Vehicle rental. This PREMIUM assistance is provided by FRAGONARD ASSURANCES. Before taking out PREMIUM assistance, you shall be sent the information leaflet by email.

If you have a complaint, you can contact RENT A CAR at the numbers and addresses below or the ombudsman service - TSA 50110 75441 Paris Cedex 09

- (1) Lessor: Rent A Car, SAS with a capital of 3 990 400€, 1 rue Antonin Mercié 75015 PARIS - RCS PARIS B 310 591 649
- (2) FRAGONARD ASSURANCES, a public limited company with capital of €37,207,660, having its registered office at Saint-Ouen 93400, 7 rue Dora Maar, registered with the Bobigny Trade and Companies Register under number 479 065 351, a company governed by the Insurance Code and subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), Sise au 4 Place de Budapest - CS 92459 - 75436 PARIS Cedex 09.

### V - RENTAL PRICE - DEADLINES - SECURITY DEPOSIT

#### V.1 Payment of the rental price and ancillaries

In order to take possession of the Vehicle, You pay the Rental Price in advance and make the Security Deposit. If this is not the case, and in particular if it is impossible to collect the Security Deposit, You shall not be able to take possession of the Vehicle.

The rental price includes:

- (1.) The rental charge for the Vehicle. The price is calculated according to a category of Vehicle, a duration and a number of kilometres travelled by the Lessee with the rented Vehicle;
- (2.) Assistance, additional insurance and any additional protection taken out;
- (3.) Any optional extras and services purchased;
- (4.) Any additional sum for the supply of optional equipment mentioned in the Rental Contract;
- (5.) Contraventions, offences, fines etc. and parking charges as set out in II.2.5;
- (6.) All taxes due on the above payments;
- (7.) Fuel and electric recharging costs
- (8.) In the event of a breakdown or Accident without having called for Assistance, the costs of parking, breakdown assistance, storage and tolls, as well as those incurred in returning the Vehicle to the Agency;
- (9.) Deductible amounts;
- (10.) The cost of assessing and repairing the Vehicle for damage not covered by the Insurance and the Lessor's operating losses while the Vehicle is immobilised, in accordance with the provisions of Article 1732 of the Civil Code;
- (11.) The amounts shown in the General Information;
- (12.) The full amount of the loss in the cases provided for in III.2.

The components of certain Means of Payment may be temporarily stored by a trusted third party in order to ensure that the Lessee fulfils all of its obligations.

#### V.2 Fuel and other costs

Fuel remains at your expense and You must return the Vehicle with the same level of fuel as shown in the Vehicle Condition drawn up on departure of the Vehicle. If this is not the case, You shall be invoiced for the cost of fuel, based on the amount displayed in the Agency, plus a lump sum corresponding to service charges and costs (the amount of which is shown 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 shown in the General Terms and Conditions.

The number of kilometres travelled is the difference recorded on the Vehicle's odometer between the odometer at the time of departure and the odometer at the time of return to the Agency. Except in the event of a fault, if the meter is unable to operate correctly due to your fault, You shall be liable to pay compensation equal to

1,000 kms per rental day calculated on the basis of the amount applicable to the category of Vehicle rented and which appears in the General Information. In the case of electric Vehicles, if You do not return the Vehicle with the same percentage of battery as that recorded at the time of the inventory of fixtures and fittings at

departure, You shall be charged according to the scale shown in the General Terms and Conditions. You undertake to recharge the batteries of the Vehicles only on approved systems at your own expense.

#### V.3 Billing

An invoice shall be issued at the end of the rental period. However, the Lessor may send the Lessee an interim invoice if the rental exceeds 30 days. Invoices are drawn up in euros and are payable in cash.

In the absence of total or partial payment of the sums due, the Lessee shall be liable for late payment interest equal to the legal interest rate applicable to private individuals plus 5 points and, for business customers, in addition, a fixed indemnity for recovery costs of forty euros (€40) under the conditions set out in articles L 441.1, L 441.10 and D 441-5 of the Commercial Code.

#### V.4 Security deposit

The Security Deposit is allocated, in whole or in part, to the payment of any sum owed to the Lessor by the Lessee.

The Lessee expressly authorises the Lessor to debit the Means of Payment (which may have been secured by tokenisation) and to deduct all or part of the amounts due from the Security Deposit.

### VI - MISCELLANEOUS PROVISIONS

#### VI.1. Mediation

In the event of a "consumer dispute" as defined by order 2015-1033 of 20 August 2015, and failing to find an amicable solution after sending a registered letter with acknowledgement of receipt to our customer service department whose references are below, You may have recourse to a mediator with a view to resolving the dispute. You can submit your request to the mediation commission free of charge by post:

- on plain paper, addressed to: Médiation Franchise-Consommateurs, 29 boulevard de Courcelles, 75008 Paris

- on the "COMPLAINT" form, which You can obtain by writing to the following address Médiation Franchise-Consommateurs, 29 boulevard de Courcelles, 75008 Paris, or by sending your request by email to the following address: mediation-franchise-consommateurs@franchise-fff.com

You can also apply to the mediation commission free of charge by submitting your application online:

- directly online at the following address: <https://www.mediation-franchise.com/>

- by e-mail by downloading the "COMPLAINT" form available on the commission's website.

This mediator is: Médiation Franchise Consommateurs (MFC) - Fédération Française de la Franchise - 29 Boulevard de Courcelles - 75008 PARIS.

The mediation rules can be accessed via this link:

<http://www.franchise-fff.com/base-documentaire/send/238-mediationfranchise-consumers-and-arbitration/952-mediation-regulations-franchise-consumers>.

Some franchisees, who are independent retailers, have been able to choose another mediator. Each franchisee is then required to provide You with this information and to mention it on the Rental contract Agreement.

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

Any dispute relating to the rental of a Vehicle which cannot be settled by mediation as described above must be brought before the Commercial Court of Paris or of the location of the Franchisee's registered office when the rental has been granted by the Franchisee, unless the defendant is a Consumer within the meaning of article R 631-3 of the French Consumer Code, in which case the provisions of article R 631-3 of the French Consumer Code shall apply, i.e. the Consumer's place of residence, or at its option, the place where the harmful event occurred.

#### VI.3 Absence of right of withdrawal

Pursuant to the provisions of article L221-28 of the French Consumer Code, there is no right of withdrawal.

#### VI.4. Personal data

You have the right (i) to request consultation, rectification, updating and deletion of your Personal Data and to limit the processing of your Personal Data; (ii) to portability (iii) to object at any time, for reasons relating to your particular situation, to the processing of your Personal Data (iv) to lodge a complaint with the CNIL if you consider that the processing of your Personal Data constitutes a breach of existing regulations.

To do this, you must send your request, together with proof of identity, to the following address

by post to: RENT A CAR, Data Protection Officer, 1 quai Gabriel Péri 94340 Joinville-le-Pont

Or by e-mail to the following address: [dpo@rentacar.fr](mailto:dpo@rentacar.fr)

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

RENT A CAR Customer Service: [service-clientele@rentacar.fr](mailto:service-clientele@rentacar.fr)

If you have any specific questions, the Lessor is at your service on:

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

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

The Lessee acknowledges having read and understood the following prior to signing the Contract rental:

- These General Terms and Conditions of Rental
- Personal data protection policy
- Additional insurance notices
- Formalities to be completed in the event of an accident or theft
- Exclusions mentioned in III.2 above

Date and signature preceded by the words "OK for rental".