

# GENERAL RENTAL TERMS AND CONDITIONS OF VEHICLES WITHOUT A DRIVER CARIBE CAR –July 2022

## ARTICLE 1: GENERAL PROVISIONS

These General Rental Terms and Conditions (GRT) shall govern all rentals under the EUROPACAR brand granted by CARIBE CAR, hereafter referred to as the "Lessor", in the territory of Guadeloupe to its customers hereafter referred to as the "Customer". The Customer acknowledges that it fully and unreservedly accepts application of those General Rental Terms and Conditions. During rental, the Customer is fully responsible of the vehicle. The Customer shall be in a position to provide all documents required to complete his or her contract, such as name and address, date of issue of his or her driving licence and credit card number. Driving licence shall always be shown whenever a vehicle is rented. The Customer or any driver designated in the contract shall be older than 21 years of age and have held a valid driving licence for more than one year. If the driver is younger than 25 years old, a surcharge shall be applied.

**Please note** that the rental of certain categories of vehicles requires particular payment instruments and is subject to minimum age conditions. The reservation and the security deposit must be made in the name of the driver. Unless the "additional driver" option is subscribed to, the Customer is the only driver authorized to drive the rented vehicle. The Customer is the only one authorized to sign the contract and make changes to the rental contract.

## ARTICLE 2: PICKUP AND RETURN OF VEHICLE

The vehicle shall be made available for the Customer at one of the Lessor's rental offices. It shall be returned to the Lessor's personnel at the location, date and time stipulated in the contract, and during rental office business hours. In the event that the Customer is authorized to return the vehicle elsewhere than at one of the Lessor's rental offices, the Customer shall remain responsible for the vehicle until it has been turned over to the Lessor.

The Customer shall not be authorised to deliver the vehicle elsewhere than at the rental office provided for during his or her contract. If the Customer returns the vehicle at a location neither provided for nor authorised by the Lessor in his or her contract, the Customer will have to paid a penalty fee of 80 € for abandoning the vehicle, as well as a fee to cover the cost of recovering the vehicle, amount which will depend of the place, time and day of recovery.

Whenever a vehicle is returned outside the business hours and after the closing time displayed at the rental office, particularly due to delayed flights, the Customer shall be charged an additional "off business hours" pickup or return fee of 35 € including VAT once the contract ended. Besides it is absolutely forbidden to take vehicles out of the rental territory even to a bordering island. If necessary, the Customer will be deprived of contractual insurance.

## ARTICLE 3: CONDITION OF VEHICLE

A description of the vehicle is attached to the Customer's contract. Only an employee of the Lessor shall be authorised to fill out the form describing the initial condition of the rented vehicle. If this is not done, the Lessor shall be deemed to have provided a vehicle in accordance with the description. The Lessor may therefore decide not to take account of claims with regard to patent damage not pointed out at the moment of departure. The Customer shall take the vehicle in the condition in which he or she has received it. All repair costs occasioned by the Customer's fault or in the absence of a fault on the part of an identified third party, shall be added to the cost of the rental, subject to the provisions in the section "Insurance and Additional Damage Waivers". The Lessor agrees to provide a vehicle from a particular category, not a particular model or make.

Vehicles shall be returned in the same state of cleanliness as when it was picked up. If a vehicle is excessively dirty on return (animal hair, sand, mud, stained seats, markings, etc.), the Customer shall be billed for any necessary cleaning and repair in accordance with the scale of the relevant experts.

The vehicle is provided with tyres whose condition and number reflect traffic regulations. The Customer shall pay for any damage to or theft of tyres, hubcaps, dowsels, tyre accessories, flat tyres and air vent.

In the event that the keys are lost and/or damaged (humidity, damage after having been dropped, etc.), towing costs, a copy of the key and resetting the anti-theft device shall be paid by the Customer, regardless of his or her insurance package.

Additional equipment can be provided to the customer which customer will have to pay for at our desk. Those equipment (GPS, SAT NAV, baby seats, baby boosters, trolley) are giving to the customer in perfect conditions and shall therefore be returned and the exact same conditions. They will be checked when the vehicle returns. In case of deterioration or missing element, a deductible will be applied".

## ARTICLE 4: INSURANCE EXCLUSIONS

At the risk of insurance exclusion, the renter agrees to ensure that the vehicle is not used:

- by other persons than himself or herself or those approved by the Lessor, for whom he or she shall be answerable pursuant to Article 1384 of the Civil Code.
- by a driver under the influence of alcohol or substances that modify the reflexes necessary for driving,
- to push, pull or tow any other vehicle,
- in competitions,
- for rental to other parties,
- to transport passengers for a financial consideration,
- to transport more passengers than authorised or to load a weight exceeding the carrying capacity of said vehicle,
- to give driving lessons,
- to transport dangerous goods (inflammables or explosives) or goods emitting bad smells,
- to be transported on board a ship, ferry, etc.

Moreover, the Customer may in no event assign, sell, mortgage or pledge this contract, the vehicle, its equipment or tool kit, nor handle or treat them in any way that could harm the Lessor. The Customer shall be subject to all legislative, regulatory and customs obligations and all other laws on the transportation of goods in the vehicle supplied by the Lessor, whether public or private transportation, depending upon the Customer's use of the vehicle. The Customer shall remain responsible during the entire period in which the vehicle is put at his or her disposal. The Customer shall have sole responsibility for all declarations and the payment of all duties and taxes imposed on goods traffic (customs, excise, administration, etc.)

## ARTICLE 5: RENTAL

A security deposit in credit card (CB, VISA, EUROCARD, AMEX) will be claimed from the Customer when picking up the vehicle. The amount of this security deposit depends on the category of the rented vehicle. It is indicated in the price lists of the Lessor and, at the start of the rental, on the contract. It is intended to cover the damage suffered by the Lessor as a result of damage and/or theft of the vehicle, this does not exempt the Customer from paying directly any sum for which he would be liable and even if these sums exceeded the amount of said security deposit. This security deposit will take the form of a bank pre-authorization subject to the rules of banking law including a blocking of the sum on the Customer's account without debit, authorization of direct debit by the Lessor valid for a period of thirty days. The credit card used must imperatively be in the name and surname of the Customer and comply with the requirements of Article 14 hereof. The lack of availability of the amount allocated to the security deposit will justify the Lessor's refusal to hand over the vehicle to the Customer, as well as the termination of the rental contract. A proof of address of less than three months (EDF-GDF receipt, telephone bill or Carte Vitale certificate) is required for any rental. It is agreed between the parties that this security deposit will remain with the Lessor in the event of damage attributable to the Customer or in the absence of fault of a third party and in the event of theft of the vehicle (unless the contractual guarantees set out above apply) and up to the amount of the damage suffered. The Lessor may also - which the Customer already authorizes - withdraw from this security deposit any sums that the Customer would be liable to the Lessor or to any person, authority, administration including in particular fuel costs, repair, maintenance, fine, even after the vehicle has been returned, as soon as the debt originates during the rental by the Customer. If the amount of the security deposit is insufficient to cover these sums, the Customer undertakes to ensure payment, on first request, to the Lessor or to whom it is entitled.

**5.1. Prepayment - Extension:** The payment of the rental will be made prior to the taking of the vehicle by the Customer or at the latest when taking possession in the agency. Under no circumstances can the initial payment be used for a rental extension. If the Customer wishes to keep his vehicle for a longer period than initially agreed, the Customer must return to one of the Lessor's agencies to carry out a new contract corresponding to the new period. The rate applied will be based on the public rate in force, without benefit of insurance and deductible reduction that the Customer could have subscribed. In the event of non-return of the vehicle by the Renter on the contractually agreed dates and places and in the event of retention of the vehicle by the Renter beyond the contractual period without a new rental contract governing the extension, the Customer will be exposed to legal proceedings. He will also be deprived of all insurance and will be liable for penalties per day of delay in addition to the amount of the additional day due. When returning the vehicle, the Customer undertakes to pay the Lessor:

- the sums due relating to the duration of the rental at the rate in force,
- the penalties applicable to each day of delay,
- the amount of supplementary insurance coverage and other optional services subscribed by the Customer at the beginning or during rental,
- all sums due in respect of infringements committed by him against the legislation relating to traffic and parking.

The amount of any balance of the invoice due by the Customer in respect of the aforementioned elements will be automatically debited from the account corresponding to the card presented unless the Customer presents another means of payment accepted by the Lessor. The Customer already

accepts the debit on this same account of the amount of the non-redeemable deductible and any other costs that would be related to the vehicle, its rental or the use that will have been made by the Renter (fuel, repair, tickets, ...).

## ARTICLE 6: RESPONSIBILITY OF BANK CARD HOLDER OR ISSUER OF A TRAVEL VOUCHER OR ORDER FORM

When rental is granted on presentation of a bank card, a travel voucher or an order form, the Lessor shall invoice the issuer of the travel voucher or the order form, who shall be responsible under the contractual provisions:

- for the use of the rented vehicle,
- payment of the rental and all related expenses,
- and who shall remain responsible for any extension of the rental or disappearance of the vehicle.

## ARTICLE 7: RESERVATION GUARANTEE AND NO-SHOW

The reservation is guaranteed up to 1 hour after the arrival time recorded in the file. Beyond this, the reserved category may not be honored. In the event of an upgrade, the Tenant will then be liable for the price difference with the reserved category. No compensation will be granted in the event of downgrading.

For the arrangements made available at the Airport, in the event of a plane delay, the reservation will be maintained 1 hour after the actual arrival time if the flight number has been clearly specified when validating the file.

In the event that the Renter presents himself at the Agency of the Lessor beyond one hour after the time of reservation, the Lessor reserves the right as the case may be:

- to rent the vehicle again and to offer the Customer another vehicle, of the same or different category in the event that the reserved vehicle is no longer available, or
- to cancel the contract without reimbursement of the sums collected, as compensation, due to the immobilization of the vehicle.

## ARTICLE 8: CANCELLATION OF RESERVATION BY CUSTOMER

The Customer may cancel his or her reservation under the following conditions:

- In the case of cancellation at least 30 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs of 50 €.
- In the case of cancellation from 29 to 15 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs corresponding to 75% of the total amount of the reservation, and in any event not less than 50 €.
- In the case of cancellation from 14 to 3 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs corresponding to 50% of the total amount of the reservation, and in any event not less than 50 €.

**In the absence of subscription of the cancellation service by the Customer, no refund will be made by the Lessor for a cancellation made by the Renter less than 3 days before the date of pick-up of the vehicle.**

If the Lessor is forced to cancel the Customer's reservation due to the unavailability of the reserved vehicle, the Lessor undertakes to offer a vehicle of similar or higher category. If the Lessor cannot offer the Customer another vehicle during the rental period selected by the Customer, the Lessor undertakes to reimburse the Customer in full.

## ARTICLE 9: EARLY RETURN

In case of early return of the vehicle, the rental amount will be recalculated according to the number of days actually used and the options subscribed.

The reimbursement will be calculated on the basis of the difference between the amount paid by the Tenant at the start of the rental and the amount of the actual rental. A penalty of 70% will be retained on the difference.

The reimbursement will be made by check within 30 days after the return of the vehicle.

For all prepaid rentals, this clause does not apply. If the vehicle is returned before the scheduled end of rental date, unused days will not be reimbursed. The Tenant must then refer to the special conditions of sale linked to the service purchased.

## ARTICLE 10: INSURANCE AND ADDITIONAL DAMAGE WAIVERS

All our vehicles are covered by an insurance policy as follows:

- "third party liability", in accordance with the regulations in force, as well as the following optional additional protection:
- CDW (partial redemption of deductible in the event of damage to the rented vehicle),
- THW (partial redemption of deductible in the event of the complete theft of the rented vehicle),
- PAI (protection of driver and transported persons),

The Customer may consult the details of these options, their scope and exclusions in the explanatory document of the insurance and additional protection available to the Customer at the Lessor's agency and on its website

As such, the Customer undertakes in particular to:

- declare to the Lessor within two working days (excluding public holidays) from the discovery of the accident any accident, damage or fire and immediately alert the police authorities for any theft or personal injury. This claim declaration period is also 2 working days in the event of theft of the vehicle.
- mention in the claim particularly the circumstances, the names and address of any witnesses, the name and address of the insurance company of the opposing party, as well as the policy number.
- attach to this declaration all police, gendarmerie reports, receipt for a complaint, etc.
- under no circumstances discuss liability or deal with or compromise with third parties in relation to the accident.
- do not abandon the said vehicle without taking care to ensure its safety and security.

Material damage and / or theft of the vehicle remains the responsibility of the Renter up to a deductible, the amount of which varies with the category of the vehicle.

If the Renter accepts these additional covers at the current rates, the non-waivable excess shall apply in the case of a claim. If the renter declines these covers, the total excess currently in force shall apply in the case of a claim.

However, even if the Customer has agreed to pay one or more additional covers to lower excess, he or she shall remain fully liable for all damage to the upper parts of the coachwork due to collision with a fixed or mobile body (bridge, tunnel, porch, tree branch, other overhanging objects, etc.).

The same shall apply to damage to coachwork and the mechanical parts underneath the vehicle (front-wheel axle unit, oil sump, rocker panel etc.) The Customer shall have full financial liability for all damage to the vehicle caused by uses for which the vehicle was not designed or by off-road use, even if the Customer has accepted the additional cover to lower excess. The Customer shall also remain fully liable for all damage caused by water (rain, sea, etc.) due to the Customer's negligence (dangerous crossing of flooded areas, parking at an open location, parking at a location with flood risk) and any theft or of damage to accessories and broken glass.

In the event that the keys are lost and/or damaged (humidity, damage after having been dropped, etc.), towing costs, a copy of the key and resetting the anti-theft device shall be paid by the Customer, regardless of his or her insurance package.

If the amount of the damage to the vehicle is less than the non-waivable excess, the Lessor shall repay the Customer the difference between these amounts. The amount of damage shall be the financial value of the loss suffered by the Lessor due to the damage to, destruction of or theft of the vehicle rented by the Customer. Consequently, any sum claimed by the Lessor for damage to the rented Vehicle, as estimated by an adjuster, is to be considered compensation for repair costs, adjustment costs, towing costs, the cost of Vehicle Downtime amounting to 40 € excluding taxes and administrative and processing costs, amounting to 50 € excluding taxes. If no repairs have been made, the Customer shall owe the estimated amount of their cost as compensation for the loss of market value of the vehicle.

**Please note** that in the case of an accident where the circumstances are related to the Customer's non-compliance with the Traffic code, negligence of the Customer or driving in a state of intoxication or illicit substance, the Lessor will be entitled to claim from the Customer at fault all compensation and damage suffered by third parties notwithstanding any additional protection subscribed by the Customer.

In the event that the vehicle is declared economically irreparable to the faults of the Renter, the Lessor will invoice the customer the amount of the VRADE (replacement value to be said expert) as well as the ancillary damages suffered by the Lessor because of the loss of the vehicle (the costs of recirculation, the costs of expertise, the early repayment of the loan).

The VRADE and the ancillary damages will be invoiced as follows to the Customer:

If the customer has not taken out any additional protection with the Lessor, the Lessor will invoice the entire VRADE and related damages to the Customer for reimbursement by the Customer or his insurer. The Customer undertakes in this case to communicate to the Lessor within two working days of the occurrence of the claim the contact details of his insurer.

If the Customer has subscribed to an additional protection covering damage to the vehicle, the Lessor may only claim from the Customer the amount of the deductible related to the supplement subscribed.

In any case, the Customer will remain fully responsible for all damage caused to the upper and lower parts of the vehicle regardless of the additional protection subscribed in accordance with Article 10 hereof.

## ARTICLE 11: FUEL

Fuel shall be paid by the Customer. If the vehicle is returned with less than fuel than on delivery, the cost of topping up the vehicle shall be invoiced in addition to the cost of the missing fuel, at the rates stipulated in the price list at the Lessor's rental offices.

## ARTICLE 12: MAINTENANCE AND REPAIRS

During the rental, the Customer undertakes to use the vehicle reasonably. In particular, the Customer undertakes to take all necessary protective measures to keep the Vehicle in the same condition in which he took possession of it. The Customer is liable to the Lessor for any detrimental consequences arising from a breach of maintenance obligations. The must inform the Lessor of any alert or defect of the vehicle as soon as possible so that the Lessor to carry out the necessary repairs. Any modification of the Vehicle or any mechanical intervention carried out on it is prohibited without the prior authorization of the Lessor. Otherwise, the Customer will bear the duly justified costs of restoring the Vehicle to its original condition.

## ARTICLE 13: LIABILITY

The Customer remains solely responsible under Articles L.121-1 and L.121-2 of the Traffic Code, for fines, tickets, and minutes. He is also responsible for customs proceedings against him. Consequently, he undertakes to reimburse the Lessor for any costs of this nature that may be paid in his place. In accordance with the principle of the personality of penalties, the Customer is responsible for offences committed during the rental period. Thus, the Customer is informed that his contact details may be communicated to the competent authorities who would make the request and he will be liable for a processing fee of 30 euros including VAT. The Customer must check that he does not forget any personal effects within the vehicle. The Lessor cannot be held responsible for loss or damage to the goods left on board the vehicle, whether during or after the rental period.

## ARTICLE 14: DURATION OF CONTRACT-TERMINATION

The rental is granted for a fixed period and specified on the front of this contract. If the vehicle is not returned to the Lessor by the agreed deadline, in the absence of agreement for a possible extension, the Lessor will apply Article 5.2 hereof. Rental days are charged in twenty-four hours. On the day of the return of the vehicle at the end of the rental contract, beyond a tolerance of 30 minutes of delay an additional day will be charged to the Customer at the current rental rate.

Failure by the Tenant to comply with the rental conditions will result in the termination of the rental without prejudice to the damages that may be, if any, claimed by the Lessor.

## ARTICLE 15: GEOLOCATION

The Lessor informs the Tenant of the existence of a device allowing the monitoring of the kilometers travelled and the management of mechanical alerts. The information collected can be used both during and after the end of the rental period. By accepting these GRT, the Tenant consents to the use of these electronic devices. The Lessor also makes available to the Renter on an optional basis a geolocation tool for eco-driving or safety purposes (in case of theft of the rented vehicle). The Lessor and the Tenant are jointly responsible for the processing implemented by the Lessor in the event of activation of this option. The Lessor undertakes to ensure that this tool complies with the recommendations of the CNIL and the obligations of the GDPR, in particular with regard to its deactivation features, the security and confidentiality of the data processed, the possibility for the persons concerned to have access to the data concerning them recorded by the tool (dates and times of circulation, journeys made, etc.).

## ARTICLE 16: MEDIATION

In the event of a dispute, the Customer will first contact CARIBE CAR Customer Service to resolve it amicably. If this process fails, the client can use the online mediation service of the CMAP (Centre de Médiation d'Arbitrage de Paris) accessible at the URL address: <http://www.cmap.fr> or at the postal address: CMAP (Consumer Mediation Service) - 39 avenue Franklin D. Roosevelt - 75008 Paris or by email at [consummation@cmapp.fr](mailto:consummation@cmapp.fr) and reachable by phone at 0144951140.

For the referral to the CMAP to be admissible, the latter must contain: Your postal, email and telephone details as well as the name and full address of our company, a brief statement of the facts, and proof of the prior steps taken.

For the referral to the CMAP to be admissible, it must include: Your postal, email and telephone details as well as the full name and address of our company, a brief statement of the facts, and proof of the preliminary steps taken. In accordance with the rules applicable to mediation, it is recalled that a consumer dispute must be entrusted in advance in writing to CARIBE CAR's Customer Service before any request for mediation to the CMAP.

## ARTICLE 17: JURISDICTION

In the event of a dispute relating to the performance of this contract, the Customer may bring an action before the court of his place of residence at the time of the conclusion of the contract or of the harmful event, that of the place of residence of the defendant, or that of the place of delivery of the thing.

## ARTICLE 18: OPPOSITION TO TELEPHONE CANVASSING

The Customer who does not wish to be the subject of commercial prospecting by telephone may register free of charge on a list of opposition to telephone canvassing, in application of Article L.223-1 of the Consumer Code.

## ARTICLE 19: DATA PROCESSING AND PRIVACY

The data concerning the Client, requested during the rental, are compulsory; otherwise the sale cannot be concluded. These data are processed by the Lessor, responsible for processing, and intended for the management of the commercial relationship (rental contract, invoicing, management of tickets and claims, management of customer accounts, satisfaction survey, opinion on products / services, geolocation...). Subject to obtaining the prior and express consent of the Customer, this data can also be used to carry out commercial prospecting actions on the part of the Seller and / or its partners.

I refuse to allow CARIBE CAR to offer me products like those I have already ordered.

In accordance with the regulations in force, the Customer can access his data or request its erasure. The Customer also has a right of opposition, a right of rectification, a right to limit the processing of his data, a right to the portability of his data as well as the right to define directives relating to the comes out of his personal data after his death. For more information on the management of the Customer's personal data by the Seller or on the exercise of his rights, the Customer is invited to consult the Privacy Policy available at the reception, in store, or on the website or on request at [dpo@gbh.fr](mailto:dpo@gbh.fr).

Signature of the Client (accompanied by the words "Read and approved"):

A :	Le :
-----	------