

Updated January 2022

## RENTAL TERMS AND CONDITIONS APPLICABLE TO RENTALS IN FRANCE



### 1. Renter's Agreement with Owner

(a) These Rental Terms and Conditions and the Rental Agreement Summary together constitute the “**Rental Agreement**”. The Rental Agreement is entered between Renter (as named on the Rental Agreement Summary or the digital tablet) and Owner. Any reference to Rental Agreement Summary in these Rental Terms and Conditions includes reference to the digital tablet. Any reference to Owner or Rental Agent means Enterprise Holdings France S.A.S., 37 Rue du Colonel Pierre Avia, 75015 Paris, France, listed in the Paris Trade and Companies Registry under number 318 771 995.

(b) Owner and Renter are the only parties to the Rental Agreement even though another entity or person may pay for all or some of the rental bill.

### 2. Rental Period

(a) Renter has the right to use the rental vehicle (“**Vehicle**”) until the return date indicated on the Rental Agreement Summary (“Rental Period”).

(b) Owner may agree to extend the Rental Period orally or in writing (“Extended Rental Period”) but the overall Rental Period may never be more than 88 days. The Extended Rental Period may be subject to higher charges and/or to additional security deposit which will be disclosed to Renter prior to the extension of the Rental Period.

(c) Subject to the following conditions, Renter may choose to return the Vehicle before the end of the agreed Rental Period and thereby terminate this Rental Agreement early (and the Rental Period will be reduced accordingly).

- (i) If Renter has prepaid the Rental Costs (as defined in section 5) to qualify for a "special offer" rate, Renter may not be entitled to any refund due to early voluntary termination.
- (ii) If Renter has not prepaid the Rental Costs, early termination can have an impact on the daily rates and the other applicable charges if the originally agreed daily rates and applicable charges were conditioned upon the specifics of the original Rental Period. Owner recommends that Renter verify with Owner what impact an early termination has on the Rental Costs before returning the Vehicle early.

### 3. Use of the Vehicle

(a) Eligibility: Renter must be (i) in the possession of an original driver's license valid in the country in which the rental originates and valid for the vehicle category applicable to the Vehicle for at least one year; and (ii) at least 21 years of age unless otherwise expressly agreed between the parties.

(b) Authorised Drivers: The Renter is permitted to drive the Vehicle. The Owner may expressly permit additional drivers who meet the eligibility requirements for Renters in section 3 (a) above (“Authorised Drivers”). Authorised Drivers under the age of 25 may be subject to restrictions and an additional fee. Any Authorised Drivers will be documented in the Rental Agreement Summary. Where the words “surrogate driver” are added to the Additional Authorised Driver information on

the Rental Agreement Summary then the sole driver(s) for the duration of the Rental Period is/are the nominated surrogate driver(s). Any other named Renter is not authorised to drive the Vehicle.

(c) Prohibited Use of the Vehicle: The Vehicle must not be used:

- (i) for carriage of passengers for hire or reward;
- (ii) to smoke in. The use of e-cigarettes in Vehicle is also prohibited;
- (iii) in a way to affect the good condition of the Vehicle, including by smoking;
  
- (iv) for deliberately causing personal injury or property damage or for any illegal purpose;
- (v) for racing, pacemaking, testing the Vehicle's reliability and speed, or teaching someone to drive;
- (vi) while the driver is under the influence of alcohol, narcotics or drugs;
- (vii) to travel abroad unless specific authorisation from Owner has been previously obtained;
- (viii) overloaded with more passengers than seatbelts, to transport children without the legally required car seats, or otherwise in breach of the legally prescribed safety precautions;
- (ix) to propel or tow any other vehicle or wheeled equipment, unless the Vehicle is fitted with a tow bar and Renter has express permission from Owner;
- (x) on unpaved roads, racetracks, beaches and test courses;
- (xi) to transport easily flammable, toxic, or otherwise dangerous substances other than minimum amounts for household use;
- (xii) in a careless or reckless manner;
- (xiii) to drive through or over water or over any objects that Renter knew or ought to have known rise above the ground clearance of the Vehicle;
- (xiv) to drive under a barrier lower than the overhead clearance of the Vehicle;
- (xv) in or on that part of any aerodrome, airfield, airport, or military installation designed for the take-off, landing, taxiing, or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones, and hangars;
- (xvi) to transport goods with a weight heavier than that authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to carry goods that you do not own for a fee without Owner's written permission; or
- (xvii) in contravention of this Rental Agreement or the applicable laws, safety rules and requirements of the countries where the Vehicle is used.

(d) Hand over of Vehicle: The Owner shall hand over the Vehicle to Renter in a good and roadworthy condition and equipped as required according to the safety regulations of the place of rental (e.g., first aid kit, spare wheel, and/or warning triangle, as required by applicable law). Renter is required to check the Vehicle's condition immediately after handover. If Renter notices any damage to the Vehicle or other discrepancies, Renter shall immediately inform the Owner.

#### **4. Renter's Main Obligations**

(a) Renter is required to

- (i) always lock the Vehicle and secure all of its parts when it is left unattended;

- (ii) not let anyone work on the Vehicle without Owner's express written permission. If Owner grants such permission, Owner will only give Renter a refund if Renter has a receipt for the work performed;
  - (iii) check oil, AdBlue and water levels and tyre conditions and pressure at regular intervals during the Rental Period;
  - (iv) stop using the Vehicle as soon as possible and contact Owner as soon as Renter becomes aware of any fault with or malfunction of the Vehicle. In particular, Renter must take into account any warning lights that may appear on the dashboard of the Vehicle;
  - (v) bring the Vehicle back to the agreed return location specified in the Rental Agreement Summary at the end of the Rental Period in the same condition as it was when it was handed over by Owner according to the condition description on the Rental Agreement Summary except for any usual wear and tear. A member of Owner's staff will inspect the Vehicle to check the condition of the Vehicle. When returning the Vehicle to the return location during business hours, Renter will remain responsible for the Vehicle and its condition until the inspection is completed or for one (1) hour after its return, whichever is the shorter period. If Renter is permitted to return the Vehicle to the return location outside of business hours, Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff within 2 hours of the start of the next business day. If Renter chooses not to leave the Vehicle at an Owner branded location, Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff;
  - (vi) check that Renter has not left any personal belongings in the Vehicle before Renter returns the Vehicle;
  - (vii) pay any administrative fines, fees, charges, costs, penalties, or other fines that are imposed, issued or incurred in connection with the Renter's usage of the Vehicle during the Rental Period (including usage of the Vehicle by Authorised Drivers or other third parties who are permitted by Renter to use the Vehicle), such as fines or fees for illegal parking or speeding, non-compliance with bus lane, congestion charges, tolls or violations of the rules of the highway or traffic offence or contravention in any country, in all cases, to the extent permitted by law and not caused by Owner;
  - (viii) where the vehicle requires fuel, to use the appropriate fuel as indicated in the Vehicle; and
  - (ix) not to unseal or tamper with the kilometre or mileage indicator.
- (b) In case of an accident or if the Vehicle is lost or stolen, Renter is required to do the following:
- (i) Renter shall accurately report the accident, theft or loss to Owner as soon as possible by any means and confirm this promptly in writing (email is sufficient) to Owner no later than 1 business days in case of a theft and in all other cases 2 business days, from the moment Renter becomes aware of the event;
  - (ii) Renter shall report any theft or loss (or where appropriate, any accident) to the police as soon as reasonably possible and confirm this promptly in writing (email is sufficient) to Owner;
  - (iii) Renter shall avoid admitting responsibility to anyone in relation to the accident unless required to do so by legal process;

- (iv) Renter shall request, using the European Accident Statement ('Constat Européen d'Accident') form provided in the Vehicle, the names and addresses of everyone involved, including witnesses, and provide them to Owner no later than 5 business days from the moment Renter becomes aware of the event;
- (v) Renter shall promptly forward to Owner any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss;
- (vi) Renter shall cooperate with Owner and Owner's insurers including responding to requests for full and true information and provide assistance in any matters or legal proceedings including allowing proceedings to be brought by Owner in Renter's name and defending any proceedings brought against Renter;
- (vii) Renter shall return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started to Owner either directly to Owner's staff or in Owner's secured box at an Owner branded location; and
- (viii) if Renter has elected to use their own insurance on the Rental Agreement Summary Renter must notify their insurers and confirm to Owner that such notice has been given as soon as possible.

#### **5. Rental Costs and other Charges; Additional Services**

(a) Renter shall pay the daily rates as well as any other charges applicable to the rental of a Vehicle as stated on the Rental Agreement Summary, or, if not stated on the Rental Agreement Summary, the publicly available rates at the time of rental ("**Rental Costs**"). If the Rental Agreement Summary indicates "day = period of 24 hours", a day is a complete or partial period of 24 consecutive hours from the start of the Rental Period. On return, a grace period of 29 minutes will be allowed if the 24-hour period is exceeded.

(b) Rental Costs also include charges for mileage exceeding the included mileage, charges for additional services or protection products, such as Damage Waiver, Excess Protection, Roadside Assistance Protection, and Personal Accident Insurance/Personal Effects Coverage as applicable to the specific rental of a Vehicle and as stated on the Rental Agreement Summary. If the Rental Agreement Summary indicates "day = calendar day", one day is a complete or partial calendar day from the start of the Rental Period.

(c) Owner may require a security deposit, as stated in the Rental Agreement Summary, at the commencement of the Rental Period which can be used as security for any future claims which Owner has against Renter in connection with the Rental Agreement. Owner will collect this and any other amounts due under this Rental Agreement from any credit card or debit card presented before or during the rental, which will be retained for this purpose unless otherwise agreed between the Parties. Owner will not pay any interest on the security deposit and Owner is under no obligation to hold the security deposit in any account separate from its own assets. Subject to the conditions set out in section 7 and 9, Owner will refund the security deposit and any additional monies taken to the extent that this amount has not been needed to satisfy Owner's claims under this Rental Agreement within a period of 75 days from the date of the return of the Vehicle, or, if the Vehicle is lost or stolen, within a period of 75 days from the agreed end of the Rental Period.

(d) Renter shall pay to Owner on demand:

- (i) any additional charges as notified to the Renter;
- (ii) any amounts not paid by Renter in accordance with section 4(a)(vii);

- (iii) an administration fee of either €24.99 or €35 (lower fee will be charged where Owner has to transfer details of Renter to the issuing authority) for processing any fines or offences against the Vehicle, Owner, Renter, any Authorised Driver or any other person Renter permitted to use the Vehicle during the Rental Period, unless caused through Owner's own fault;
- (iv) (1) if the Vehicle is returned to an Owner branded location other than the one indicated in the Rental Agreement Summary, a fee of up to €500 for cars and up to €1000 for vans; and (2) if the Vehicle is returned to a non-Owner branded location a fee of up to €1000 for cars and up to €2000 for vans;
- (v) a lump-sum cleaning fee according to Owner's price display current at the time of rental, available from Owner if Renter fails to return the Vehicle in good condition due to unusual wear and tear, including but not limited to smoking in the Vehicle or coarse soiling;
- (vi) where the vehicle requires fuel, a re-fuelling service fee if Renter did not select to purchase an optional fuel product at the start of the Rental Period and did not return the Vehicle to Owner with the same level of fuel as at the start of the Rental Period (such level as indicated on the Rental Agreement Summary) calculated as the difference between the fuel level recorded on your Rental Agreement and that recorded upon the return of the Vehicle (in litres) multiplied by the fuel price displayed at the rental location plus an additional charge of up to €25. No unused or excess fuel will be refunded;
- (vii) any amount incurred by Owner as a result of the use by the Renter of the roadside assistance hotline where Renter has not selected RAP (as defined in section 7 below) on the Rental Agreement Summary; and
- (viii) where the vehicle is an electric vehicle and is returned with less charge than was provided at the start of the Rental Period (such level as indicated on the Rental Agreement Summary), a re-charging price disclosed at the start of the Rental Period.

(e) An acceptable payment method is credit card.

(f) Renter shall pay the following other charges, to the extent applicable to the Renter:

By application of Article L 441-10 of the Commercial Code, if Renter is a professional, default of any payment term will incur for delay as well as a lump-sum indemnity of € 40 to cover collection costs. Penalties for late payment will be three-and-a-half times the legal interest rate in effect and is due from the day following the date when such payment was due.

## **6. Data Protection Notice**

(a) Owner, as data controller, collects personal data about the Renter and any Authorised Driver in connection with the Rental Agreement or any related agreement or service and uses it as described below and in accordance with the Privacy Policy available at <https://privacy.ehi.com>.

In addition to Owner's Privacy Policy, Owner, its subsidiaries or Enterprise Holdings, Inc. may:

- (i) For the legal basis under GDPR (or equivalent legislation as implemented in local law):
  - a. On the basis of contractual necessity:
    - i. Process personal data (including where applicable Vehicle Data) to fulfil both Owner's and Renter's obligations under the Rental Agreement; and to manage: the rental, the commercial relationship and Owner's loyalty program, with the Renter.

- ii. To communicate important information regarding your rental. These communications are transactional in nature and will be sent to you via email, text or calls.
- b. On the basis of the Owner's legitimate business interests, where such interests are not overridden by Renter and Authorised Driver's rights:
  - i. To assist us in providing better products and services: for example, to evaluate the performance of our staff, to assess the quality of products and services received and to help us improve our websites, facilities and services.
  - ii. Store information indicating that the Renter or Authorised Driver could be a risk for future rentals, such as recording information about traffic or criminal offences or abusive behavior towards Owner's staff. This may mean that future rental requests may not proceed.
  - iii. To locate our Vehicle when it is reported as lost or stolen.
- c. Use and share your information with third parties to prevent fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests, collect unpaid bills, to avoid liability for penalties you incur (e.g. traffic citations) and for claims processing purposes;
  - i. For fraud prevention purposes, to verify identity and authenticate identity-related documentation as well as additional points of contact for rental related communications through personal references.
  - ii. Compile statistics and analysis about Renter's and Authorised Driver's use of Owner's products and services.
- d. On the basis of Renter's consent:
  - i. Send Renter marketing information in situations where consent is required.
- e. To establish, exercise or defend legal claims:
  - i. Provide details of any accidents in which Renter or any Authorised Drivers are involved to relevant insurance databases.

(ii) For the legal basis under the ePrivacy Directive:

Link Vehicle Data with Renter information with consent where required, to fulfil both Owner's and Renter's obligations under the Rental Agreement save for in instances where Owner's Vehicle is reported as lost or stolen where no consent will be required.

To withdraw your consent at any time please contact your local branch to re-issue your rental ticket with your revised consent preferences.

(b) The Vehicle may be equipped with emergency notification functionalities ("eCall System"), which is provided by the manufacturer of Renter Vehicle ("OEM") to ensure appropriate assistance is provided in the case of an emergency.

The Vehicle may also be equipped with technology that collects and transmits data, including information collected from event data recorders, global positioning devices, or any other similar technology, which may be controlled by the "OEM" or Owner ("Telematics Systems"). When installed and where permissible, the Telematics Systems will enable Owner to collect and use information on the basis of Owner's legitimate interest, performance of the Rental Agreement or where required with your consent, including but not limited to: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire

pressure, fuel status, and other diagnostic and performance information. This information may be combined with information Renter has provided Owner and used to fulfil both Owner's and Renter's obligations under the Rental Agreement. Owner's use of the information may also include storage of this information after the expiration of the Rental Agreement. If a Vehicle has been reported as potentially or actually lost or stolen, Owner may access Vehicle location data or request access to it from the relevant OEM or system. Renter not consenting to the collection of data from Telematics Systems from the Vehicle does not prohibit Owner from obtaining and using data collected from Vehicle in the event the Vehicle is reported lost or stolen. Please refer to our Privacy Policy (available at <https://privacy.ehi.com>) for a complete description of our privacy practices, who we share information with (including the OEM which manufactures your Rental Vehicle) and a list of OEM's we currently use.

Where the hire is fulfilled by a Car Club/Car Share Vehicle the Owner uses these capabilities enabled by these telematics systems to (i) issue commands to the Vehicle, such as unlocking and locking the Vehicle, for the purpose of facilitating your trip, (ii) gather information regarding the beginning and end of your trip for billing purposes, (iii) track location information and/or immobilize the Vehicle in the event of an overdue, lost, or stolen Vehicle and (iv) monitor location information should we be directly alerted by you with regards to issues with the Vehicle.

If Renter or any occupant pairs a mobile device with the Vehicle's navigation or infotainment systems, personal information may be transferred to and stored on these systems. You should note, this personal information is shared by you directly with the OEM. OEMs' contact details and information about their data protection practices and terms can be found on their respective websites.

Owner cannot guarantee the privacy or confidentiality of such information and it is Renter's responsibility to delete all personal information from these systems before returning Vehicle to avoid subsequent occupants or users of Vehicle accessing this information.

If Renter downloads a mobile application made available by the OEM and Renter registers the Vehicle in that application, Renter's use of the application may result in the sharing of personal data, vehicle information, location information and driving characteristics with the vehicle manufacturer. Renter's use of these applications is strictly governed by the OEM's terms and conditions and privacy policy and Owner is not in any way responsible for, and Renter releases Owner from, any claim or cause of action which may arise from Renter's use of these applications. Prior to returning the Vehicle, it is Renter's responsibility to either remove the application or delete the Vehicle from the application.

(c) Owner may disclose personal data to: (i) its subsidiaries (see Owner's Privacy Policy for details) or Enterprise Holdings, Inc. for the purposes listed above, (ii) to law enforcement; (iii) to meet legal compliance requirements such as anti-money laundering laws; (iv) any necessary third party which assists the Owner to execute its obligations under or enforcement of the Rental Agreement; or (v) as part of a sale or merger of Owner's business assets or any related due diligence process.

(d) Personal data to the United States from the European Union, the United Kingdom and/or Switzerland, Enterprise Holdings, Inc. and its wholly owned subsidiaries is transferred in accordance with EU and UK approved Standard Contractual Clauses. For more information or if Renter has an unresolved privacy or data use concern that Owner has not addressed to Renter's satisfaction, see Owner's Privacy Policy for information on how to contact Owner's third-party dispute resolution provider.

(e) Owner retains personal data for commercially reasonable periods of time or in accordance with specific laws or policies.

- (f) In some circumstances the Renter has the right to:
- (i) access and port their personal data;
  - (ii) ask for their personal data to be rectified (where it is inaccurate or incomplete), or to have it erased where Owner no longer has a legitimate reasons to process it;
  - (iii) ask for processing to be restricted;
  - (iv) object to Owner's processing of their personal data; and
  - (v) lodge a complaint with the applicable supervisory authority.
- (g) If Renter has any queries in relation to this Notice, Renter can contact Owner by post at the address stated in Section 1 or through the Contact Us form located at [www.privacy.ehi.com](http://www.privacy.ehi.com).
- (h) Additional information about Owner's processing of personal data may be provided as and when required and / or applicable.

## 7. Protection Products

**(a) Damage Waiver (DW):** If Renter selects DW on the Rental Agreement Summary, Owner will not hold Renter liable for damage to, loss or theft of the Vehicle, including any towing, storage and impound fees incurred by Owner as a result of the damage to and loss or theft of the Vehicle. However, Renter will instead have to pay the excesses indicated on the Rental Agreement Summary every time the Vehicle is damaged, stolen or lost. If no excesses are indicated on the Rental Agreement Summary, Renter is responsible for the first €3,000 every time the Vehicle is damaged, stolen or lost. An excess will be charged for each damage if they have no link between them. If liability for the accident lies with a third party and Renter provides a signed 'constat' (police report) and a full reimbursement is paid to Owner by the insurance company of the third party, Owner will reimburse any excess paid by Renter. Renter agrees to cooperate and assist Owner and Owner's insurers with any inquests concerning any recourse against a third party. Renter's responsibility can be reduced with the acceptance of Excess Protection (see below). Renter agrees that DW does not exempt Renter any costs arising from theft/loss of an electric vehicle's charging cable if not supported by a police crime reference or damage to, tyres, lost, stolen or broken keys, key rings, optional accessories (including but not limited to not limited to optional child seats, global positioning systems, ski racks, toll devices and/or other products accepted by Renter) or damages caused by (i) the use of incorrect fuel; (ii) any breach of section 3, 4 or 5 of the Rental Agreement (unless such breach is excused under applicable law) (iii) if Renter failed to take all measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started; (iv) if the Vehicle has been stolen and Renter cannot give Owner the original keys; or (v) damage is caused to the roof or the underside of the Vehicle.

**(b) Excess Protection (EXP):** If Renter selects EXP and has selected DW on the Rental Agreement Summary, Owner will reduce Renter's responsibility for any loss caused by damage to, or theft of or loss of the Vehicle to the excess indicated on the Rental Agreement Summary, or, if no damage/theft excess is indicated, the first € 300 every time the Vehicle is damaged, stolen or lost. Renter agrees that EXP does not exempt Renter from liability caused by; or any costs arising from theft/loss of an electric vehicle's charging cable if not supported by a police crime reference or damage to tyres, lost stolen or broken keys, key rings, optional accessories (including but not limited to not limited to optional child seats, global positioning systems, ski racks, toll



devices and/or other products accepted by Renter) or damage caused by: (i) the use of incorrect fuel (ii) any breach of section 3, 4 or 5 of the Rental Agreement. (unless such breach is excused under applicable law) or (iii) if Renter failed to take all measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started; (iv) if the Vehicle has been stolen and Renter cannot give Owner the original keys; or (v) damage is caused to the roof or the underside of the Vehicle.

**(c) Roadside Assistance Protection (RAP):** If Renter selects the RAP protection on the Rental Agreement Summary, Owner waives Renter's responsibility concerning: (a) all costs of recovery and travel invoiced by Owner's selected road assistance service providers in relation to a breakdown of Owner's Vehicle caused by the driver or Renter; (b) replacement of lost stolen, or broken keys; and (c) costs of repair and replacement of the tyres (excluding rims) except when they form part of a wider damage to the vehicle. The protection does not apply if Renter breaches his obligations in this Rental Agreement.

**(d) Personal Accident Insurance / Personal Effects Coverage (PAI/PEC):** If Renter selects PAI/PEC on the Rental Agreement Summary, Renter enjoys Personal Accident Insurance / Personal Effects Coverage. PAI/PEC provides Renter and Renter's passengers with accidental death benefits, injury expense benefits and insures Renter and Renter's passenger's personal effects during travel. This is a summary only and policy documents are available to Renter. The PAI/PEC cannot extend beyond the first 44 days of the Rental Period or for a period where the total charges to Renter do not exceed € 200, whichever is shorter, and is conditional on Renter's compliance with section 3, 4 and 5 of this Rental Agreement (unless non-compliance is excused under applicable law). The coverage provided by PAI/PEC may duplicate Renter's existing coverage or that offered by other suppliers. Renter may wish to determine whether their personal coverage is adequate.

**(e) Third Party Liability:** Third party liability protection is included in the daily rate unless agreed otherwise. Where included and Renter and any Authorised Driver(s) are in compliance with the terms of the Rental Agreement, Renter and/or Authorised Driver(s) are covered by Owner's insurance policy for damage caused to third parties subject to the terms, conditions, limitations, exceptions and exclusions of Owner's insurance policy. This includes third-party claims for death, bodily harm, and property damage by third parties in accordance with regulations in effect concerning mandatory automobile insurance in countries where the Vehicle is allowed to be used (see countries on the Rental Agreement Summary). Renter shall fully cooperate and assist Owner and Owner's insurers in the investigation of any third party claim and Owner as the contracting party under this insurance policy or insurers will have the right to resolve any claim under the insurance policy as Owner or insurers decide necessary, without restricting Renter's rights to take legal actions or seek remedies under applicable law.

## **8. Termination of Rental Agreement**

(a) The Rental Agreement terminates with the lapse of the Rental Period or the Extended Rental Period, as applicable, or as otherwise stipulated in this section 8.

(b) Renter may return the Vehicle and terminate the Rental Agreement early at any time during the Rental Period for any reason by returning the Vehicle and in accordance with the terms of section 2.

(c) Either party may terminate the Rental Agreement with immediate effect if the other party commits a material breach of the Rental Agreement or if security risks for Renter, Authorised Drivers or other third parties require an immediate return of the Vehicle. A violation of Renter's obligations in section 3, 4, and 5 is a material breach.

(d) Upon termination of the Rental Agreement, if Renter fails to return the Vehicle to the agreed return location, Owner may repossess the Vehicle, and Renter is liable for any costs incurred in repossessing it in accordance with section 5(d).

(e) Termination of the Agreement does not affect any rights or remedies provided by law which exist at the date of termination. Any parts of the Agreement which by implication continue after such termination are not affected.

(f) Owner may notify the police if Renter operates the Vehicle after end of Rental Period or Extended Rental Period, as applicable.

## **9. Liability**

(a) Owner has the sole right and responsibility to repair the Vehicle, and the decision as to whether to repair the Vehicle, and the timing of such repair (and whether multiple incidents of damage caused by different renters will be repaired at the same time), is at Owner's sole discretion.

(b) Renter's liability for damage to, loss or theft of, the Vehicle, or any costs incurred by Owner for roadside assistance in relation to a breakdown of Owner's Vehicle caused by the driver or Renter may be reduced by the purchase of a DW, EXP, RAP or other protection products (as available) (see section 7).

(c) In the event of damage to, loss or theft of, the Vehicle or of a part or accessory howsoever caused to the Vehicle, unless caused through Owner's own fault or by a natural event that is unpredictable and unavoidable ("Force Majeure"), Renter shall pay Owner on demand:

- (i) The value of the repair or replacement of the Vehicle, part or accessory (as applicable) calculated by either reference to our standard list for minor repairs available upon request which has been independently verified or by an independent expert assessment;
- (ii) Whatever the utilisation of the fleet, a sum for the loss of use that will be calculated as follows: (aa) if Owner deems the Vehicle to be reparable, the total of man-hours indicated in the repair estimate divided by 4, then multiplied by the day rate indicated on the Rental Agreement Summary; (bb) if the Vehicle is lost and not recovered, or if Owner deems it to be salvage: 15 days at the day rate indicated on the Rental Agreement Summary. For the purposes of (aa) and (bb) above, if no rate is shown on the Rental Agreement Summary, the rate for the Vehicle will be deemed to be € 60 per day capped at 30 days; provided that Owner is not compensated twice for the same loss;
- (iii) administrative costs of € 50 when the repair estimate is less than € 500; € 100 when the repair is between € 500 and € 1,500; and € 150 if the repair is greater than € 1,500;
- (iv) a sum for reduction of value if the Vehicle is reparable, corresponding to 10% of the repair estimate if the damages exceeds € 499,99;
- (v) In case the total estimated repair cost of the Vehicle is greater than the value of the Vehicle minus salvage value, an estimate of the retail value of the vehicle immediately prior to the accident, less salvage value;

- (vi) To the extent that any repair does not fully restore the value of the Vehicle, a reasonable sum for the diminishment of value;
  - (vii) in case of theft or loss of the Vehicle, an estimate of the pre-theft or pre-loss retail value of the Vehicle, as independently verified;
  - (viii) Any towing, storage and impound fees reasonably incurred by Owner as a result of the damage to, loss or theft of the Vehicle.
- (d) Unless Renter can prove he has not committed a fault, Renter is liable to Owner for Owner's damages relating to third party claims arising out of or in connection with the rental of the Vehicle during the Rental Period if (i) the Renter is (or through the acts of the Additional Authorised Driver is) in breach of the terms of this Rental Agreement and (ii) to the extent Renter, or Additional Authorised Driver was at fault.
- (e) Owner is not liable for business losses. Owner will have no liability to Renter for any indirect or unforeseeable loss or damage, including loss of profit, loss of business, business interruption or loss of opportunity.
- (f) If any personal belongings are found in the Vehicle after its return, Owner shall notify Renter and ask Renter to pick them up. After 3 months, items will be disposed of.

## **10. Governing Law / Alternative Dispute Resolution**

- (a) The Rental Agreement is governed by the laws of the country in which the Owner is located and in which the rental originates.
- (b) Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the Renter having to go to court. The online dispute resolution platform of the European Commission is available at: <http://ec.europa.eu/consumers/odr/>. Owner participates in alternative dispute resolution through Médiateur du conseil national des professions de l'automobile of 43 bis route de Vaugirard 92197 Meudon Cedex who can be contacted by mail: [contact@mediateur-cnpa.fr](mailto:contact@mediateur-cnpa.fr) or at the site: [www.mediateur-cnpa.fr](http://www.mediateur-cnpa.fr).

## **11. Miscellaneous**

- (a) If at any time any part of the Rental Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same is deemed omitted from the Rental Agreement and the validity and/or enforceability of the remaining provisions of the Rental Agreement is not in any way be affected or impaired as a result of that omission.
- (b) A full copy of Owner's complaints procedure is available to Renter upon request from any of Owner's rental branches and from Owner's registered office provided in section 1.
- (c) Owner shall send any written notices provided under this Rental Agreement to the address Renter provided in the Emerald Club profile. Renter shall send any written notices provided under this Rental Agreement to the address specified in section 1.