

## **Terms of Service**

These Terms of Service (hereinafter "ToS") govern the terms of online booking of a Lessor's vehicle by the Customer. Please go through the said ToS before confirming your reservation. You will be prompted to confirm that you have read and understood these as part of the General Rental Conditions (hereinafter "GRC") before finalizing your reservation.

### **1. Stages of online booking**

Here are the main steps to follow to make a car reservation online:

#### **Step 1: Research**

Enter your rental criteria on the online booking form including: the type of vehicle, the rental period, the time of collection and return of the vehicle, as well as the rental agency of your choice.

#### **Step 2: Choice of vehicle**

Depending on the criteria you have communicated to us, we will provide you with several offers possible corresponding to your request.

An offer is defined by a service that includes a category of vehicle available for the chosen duration with the options requested and a price which may be either a "prepaid", or a "paid in agency " rate.

You can then select the offer which best meets your expectations.

#### **Step 3: Choice of options**

You will then be able to select options (child seat, booster seat, sat nav, etc.) or additional protections by clicking on the corresponding icons. The cost of each option and/or additional protection that you have selected will then be added to the final price of your rental.

#### **Step 4: Reservation**

Once you have completed your reservation, you will be asked to click on the tab "Reserve" to temporarily book the selected offer.

#### **Step 5: Confirmation**

After completing all of your personal details, you will be asked to verify your booking summary and to give your agreement. To do so, you will be asked to go through the GRC and the document explaining the insurance and additional protection which are applicable. Once these conditions have been accepted, you will then be able to finalize your booking either by prepaying after clicking on the "Pay online" tab or by confirming your reservation by clicking on the "Pay in Agency" tab.

- If you choose the "Pay online" option: you will have to pay directly online the full amount of the rental under the conditions detailed in article 4 hereof;
- If you choose the "Pay in Agency" option: you will then have to pay part of the amount of the rental directly on the site as a deposit in order to book the vehicle and pay the balance of the rental amount in agency on the day you will be taking the vehicle. In the event of a cancellation of the reservation, the deposit collected by the Lessor will not be refunded.

#### **Step 6: Confirmation of the reservation of the vehicle by the Lessor**

Once your reservation has been made, the Lessor will send you a reservation confirmation by email which will include your reservation number as well as all the details of the latter, a copy of the GRC

and the document explaining the insurance and additional protection applicable. We recommend that you print these documents and keep them for archival purposes.

## **2. Reservation Information**

We accept reservations up to 5 minutes before picking up the vehicle.

You can make your reservation up to 24 months in advance.

The minimum rental period is 1 day (except for the "hourly rental" offer). 1 day corresponds to 24 hours. In these 24 hours the time for the pick-up and return of the vehicle in the agency are included.

Rentals for less than 24 hours are charged at the price of a full day, except in some agencies where hourly rentals apply. Some vouchers or promotions require a longer mandatory minimum rental period. Please refer to the general conditions of the offer or voucher in question.

You can lease your vehicle for a maximum of 12 months.

## **3. Rates**

Your car rental quote includes all the costs corresponding to your reservation criteria.

This estimate generally includes the following elements:

- VAT or local tax;
- Unlimited mileage, or if this is not the case, the number of kilometers included will be indicated in the formula as well as the cost of any additional kilometer;
- Participation in Registration Fees;
- Civil Liability;
- Vehicle damage ("CDW" Collision Damage Waiver) and theft ("TW" Theft Waiver) limiting your liability to the amount of the non-redeemable deductible. This amount can be reduced by taking out additional protection during the rental allowing the redemption of franchise. The list of these costs is indicated on the booking confirmation.
- The driver's bodily injury guarantee ("PAI" Personal Accident Insurance). This warranty covers bodily injuries and death of the driver of the rented vehicle, as well as emergency medical expenses.

Rates are guaranteed for the rental associated with the confirmed reservation and summarized in the booking email.

Additional costs to your basic rental may be included:

- Additional Driver: as soon as there is more than one driver for a rental, the second, and/or the others, driver is considered an additional driver. There may be an additional charge for each additional driver.
- Young Driver charge.
- Charge for optional equipment chosen at the time of booking.
- Charge due to "taking the vehicle outside opening hours".

## **4. Payment / Credit card**

**"Online payment" (prepaid rate when booking)**

All Credit Card payments are authorized when booking in the case of a prepaid rate.

Disclaimer: The payer (i.e. the credit card holder) for the prepaid reservation must be the main driver mentioned on the rental contract and must present a credit card to his surname and first name when picking up the vehicle.

Payment can be made with the following payment methods

- Payment cards with mention "CREDIT" - the amount will be debited to you in whole or in part on the day previously agreed on a given calendar month, with or without interest (deferred debit).
- Payment cards with the mention "DEBIT" - the balance of your account will be debited after each operation (immediate debit).

#### **"Payment in agency"**

- Payment cards with mention "CREDIT" - the amount will be debited to you in whole or in part on the day previously agreed, on a given calendar month, with or without interest (deferred debit);
- Housed cards (Airplus, Amex);
- Cash / Check: only the smallest category can be rented against payment by check or cash - including the amount of the deposit which is invoiced and debited immediately; an additional reference - a recent proof of address (e.g. an invoice) dated less than 3 months - is required along with the renter's bank account details and a security deposit;
- Rental vouchers;

#### **"Payment Abroad"**

The applicable rules to the accepted means of payment vary depending on the country of rental.

If you live abroad we strongly advise you to go to the rental agency with a bank card that issues a pre-authorization. We advise you to contact the Lessor's agency for more details on the means of payment accepted.

#### **5. Conditions to be met to rent: Documentation and age limit**

Concerning the information on the age limit, the driving license and the documents requested for a rental, please refer directly to the applicable GRC of the Lessor.

#### **6. Modify / Cancel a reservation**

##### a) Amendment

For any reservation modification, please contact the Lessor at least 48 hours before you pick up your vehicle.

You acknowledge that new rental prices may apply if you change your reservation.

##### b) Cancellation

If you have prepaid your reservation online, please contact the Lessor in order to proceed with the cancellation of the reservation. The GRC will apply for supervise the cancellation of your reservation.

If you have not prepaid your reservation online, please contact the Lessor in order to cancel the reservation. The deposit paid when booking the vehicle will not be not reimbursed by the Lessor.

## **7. Reservation guarantee**

The agency you will pick up your vehicle from is required to provide you with a vehicle of the category specified in the reservation according to the following modalities. If this is not possible, a solution will be suggested without additional cost within one hour of arrival.

### **7.1 If payment card details are not provided in the booking**

If, at the time of your booking, you will not have provided your payment card details, the Lessor commits to maintain your reservation up to one hour after the time specified in the reservation. The Lessor will make every effort to provide the category of vehicle after the tolerance time and until its closing time. If this is not possible, an alternative will be offered which may induce a new cost.

### **7.2 If payment card details are provided in the booking**

If, at the time of your booking, you specified the details of your payment card, the Lessor commits to provide you with your category of vehicle until its closing time. Beyond this limit, if you have not shown up, no-show fees will be applied (cf. article 7.4).

### **7.3 If you had a flight**

At airports, the reservation is guaranteed up to 1 hour after the arrival time specified in the reservation when the flight number is provided. In case of flight delay, we serve up to 1 hour after the actual arrival time. If we were to exceed our normal opening hours, we would be then able to apply an extra fee.

### **7.4. Failure to show up for vehicle pick-up (“No show”)**

If you have not canceled your reservation and you do not go to an agency to collect the vehicle (at the start date and time mentioned in your confirmation email of reservation) the Lessor reserves itself the right to retain the rental amount collected as compensative.

### **7.5. Inability to deliver the vehicle category during the guaranteed period**

If we cannot guarantee the delivery of a vehicle of the reserved category, we will would suggest:

- a free upgrade;
- downgrading and refund of the amount of the difference;

For cases where these two alternatives would not be acceptable and no vehicle in the category reserved would be available in the hour following the scheduled departure time, we will offer you the following alternative at no additional cost:

- organization of transport to the nearest rental agency within the limit of 50 km;
- the rental of a vehicle from another company located near the Lessor's agency.

## **8. Force majeure**

Neither party shall be liable for its performance in cases of Force Majeure, as defined by the regulatory authorities, which prevent the party from fulfilling its obligations.

Thus, in the cases of:

- reservation with prepayment: the transaction will be canceled and the agency will refund the amount perceived. The agency shall be under no obligation in accordance with the refund;
- reservation guaranteed beyond one hour: the reservation will expire, no fees will be charged and the agency will be released from its obligations.

## **9. Mediation**

In the event of a dispute, the customer will first contact the Lessor's customer service in order to resolve it amicably. If this process fails, the customer may use the online mediation service of the CMAP (Paris Mediation and Arbitration Center) 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 [consommation@cmap.fr](mailto:consommation@cmap.fr) and can be reached by phone at 0144951140.

For the referral to the CMAP to be admissible, it must include: your postal address, email and telephone number as well as the full name and address of our company, a brief statement of the facts, and proof of the prior steps taken. In accordance with the rules applicable to mediation, please be reminded that a consumer dispute must be entrusted beforehand in writing to the Lessor's customer service before any mediation request before the CMAP.

## **10. Applicable Law - Jurisdiction**

These ToS are subject to French law and are accessible on the Lessor's website hosted in France. French law is therefore fully applicable.

Any dispute arising from your reservation may be submitted to the court of your place of permanent residence or your place of residence at the time of the conclusion of the contract or the harmful event.

## **11. Protection of Personal Data**

See our Privacy Policy.

## **12. Request for additional information**

If you need additional information concerning your reservation or to pick up your vehicle in an agency, please contact the Lessor's customer service directly at the number and at the address indicated in the contact section.