

TERMS AND CONDITIONS OF RENTAL | MENCAR – May 2025 release

ARTICLE 1: GENERAL CONDITIONS

These General Rental Terms and Conditions govern all rentals under the EUROPCAR brand granted by MENCAR, hereinafter referred to as the **'Rental Agent'**, on the territory of New Caledonia to its Customers hereinafter referred to as the **'Customer'** or the **'Renter'**. During the rental, the Customer is the master and guardian of the vehicle. The Client must be able to provide any document necessary for the establishment of his rental contract such as identity, address, date of issue of his driving licence, means of payment. The original of the valid driving licence must be presented at each rental. The Customer or any driver named in the contract must be over 21 years of age and have held a valid driver's licence for more than two years.

**Please note:** the rental of certain categories of vehicles requires specific means of payment and 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, the Customer is the only driver authorized to drive the rented vehicle.

ARTICLE 2: PROVISION AND RETURN OF THE VEHICLE

The vehicle is made available to the Client at an agency of the Rental Agent; it must be returned at the place, date and time provided for in the contract, to the Lessor's staff, during the opening hours of the agencies. In the event that the Customer is authorized to return the vehicle elsewhere than at a Rental Agent's office, the Customer will remain fully responsible for the vehicle until the Rental Company has taken charge of it. If the Client returns the vehicle to a place not provided for or authorised by the Lessor in its contract, it is liable to a fixed penalty of 12,500 XPF for abandonment costs, plus the cost of repatriation of the vehicle, the amount of which depends on the place, time and day of collection. For any provision of the vehicle outside the opening and closing hours displayed in the agencies, due in particular to a delay in the arrival of the plane, additional delivery or return costs "outside of hours" in the amount of 5000 XPF including VAT will be invoiced to the Client at the time of establishment and/or at the conclusion of the contract. It is strictly forbidden to take vehicles out of the rental territory, even to an outbuilding. In this case, the Client will forfeit the contractual insurance.

ARTICLE 3: CONDITION OF THE VEHICLE

The Lessor undertakes to provide the Renter with a category of vehicle, and not a particular model or brand of vehicle. A descriptive statement of the vehicle is attached to the Client's contract. Only an agent of the Rental Company is authorised to complete the "departure status sheet" of the vehicle. Failing this, the Lessor is deemed to have delivered to the Renter a vehicle that complies with the descriptive statement. The Rental Firm may therefore disregard claims for apparent damage that was not reported at the time of departure. The Client must return the vehicle in the condition in which it was received. Any repair costs, resulting from a fault on the part of the Client or in the absence of fault on the part of an identified third party, will be subject to the application of the additional protection taken out by the Client. Vehicles must be returned in a state of cleanliness identical to that of departure. Any vehicle returned excessively dirty (pet hair, sand, mud, stained upholstery, markings, etc.) will be invoiced according to the repair, in accordance with the scale displayed in our agencies. The vehicle is supplied with tyres whose condition and number comply with road regulations. Damage or theft of tyres, rims, studs, tyre accessories, punctures, fuel and towing costs shall be borne by the Customer. Additional equipment may be provided to the Renter for an additional fee to be paid at the time of pick-up. These accessories (Pocket Wifi, booster seat, baby seat, etc.) are given to the Renter in perfect working order and cleanliness. They will be checked when the vehicle is returned. In the event of deterioration or missing elements, a deductible will be applied".

ARTICLE 4: FORFEITURE OF GUARANTEES

At the risk of being excluded from all insurance cover, the Renter undertakes that the vehicle will not be used:

- by a driver under the influence of alcohol or under the effect of absorbed elements that modify the reflexes essential to driving,
- to propel or pull any vehicle or trailer,
- in the context of competition,
- to be re-let,
- for the carriage of passengers for consideration,
- for the carriage of a greater than permitted number of passengers, or for a load the weight of which exceeds the payload of the said vehicle,
- to give driving lessons,
- to transport dangerous goods (flammable or explosive) or goods that may give off bad odours,
- to be transported on board a boat, ferry, etc...

In addition, the Client may not under any circumstances assign, sell, mortgage or pledge this contract, the vehicle, its equipment or its tools, or treat them in such a way as to prejudice the Rental Agent.

The Client is subject to all legislative, regulatory, customs or any other law obligations relating to the transport of goods, which he carries out by means of the vehicle provided by the Rental Agent, public or private transport, depending on the use to which he or she assigns the vehicle. The Customer's liability lasts for the entire period during which the vehicle was made available to him. The Client is solely responsible for the declarations and payments of duties and taxes concerning the movement of goods (customs, grants, management, etc.).

ARTICLE 5 : LOCATION

**5.1. Security deposit:** a security deposit in credit card (CB, VISA, MASTERCARD, AMEX) will be required 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 beginning of the rental, on the contract. It is intended to cover the damage suffered by the Rental Agent as a result of damage and/or theft of the vehicle, this does not exempt the Client from paying directly any sum for which he or she may be liable and even if these sums exceed the amount of the said security deposit. This security deposit will take the form of a bank pre-authorisation subject to the rules of banking law including a blocking of the sum on the Client's account without debit, authorisation to direct debit by the Lessor valid for a period of thirty days. The credit card used must be in the name and surname of the Client and complies with the requirements of Article 14 hereof. Failure to provide the amount allocated to the security deposit will justify the Rental Agent's refusal to return the vehicle to the Customer, as well as the termination of the rental contract. Proof of address less than three months old (electricity receipt, telephone bill or CAFAT certificate) is required for any rental. The Rental Firm reserves the right to refuse the rental and collection of the vehicle by the Client if the latter does not provide proof of his residence. It is agreed between the parties that this security deposit will remain with the Rental Agent in the event of damage attributable to the Client or in the absence of fault on the part of a third party and in the event of theft of the vehicle. The contractual guarantees set out above are applied) and up to the amount of the damage suffered. The Lessor may also - which the Client already authorises - deduct from this security deposit any sums that the Client may owe to the Lessor or to any person, authority, administration, including in particular the costs of fuel, repair, maintenance, fine; even after the vehicle has been returned, as long as the debt originates during the rental by the Client. If the amount of the security deposit is insufficient to cover these sums, the Client undertakes to ensure payment, on first request, to the Lessor or to whomever it may concern.

**5.2. Payment - Extension:** Payment for the rental will be made prior to the Customer's collection of the vehicle or at the latest when taking possession of the vehicle at the agency. Under no circumstances can the initial payment be used for a lease extension. In the event that the Client wishes to keep his vehicle for a longer period than initially agreed, the Client must go back to one of the Rental Firm's agencies to make a new contract corresponding to the new period. The rate applied will be based on the public rate in force, without the benefit of insurance and a reduction in the excess that the Client may have subscribed to. In the event that the Renter does not return the vehicle on the date and place contractually agreed and in the event that the Renter retains the vehicle beyond the contractual period without a new rental contract governing the extension, the Client will be exposed to legal proceedings. He will also be stripped 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 Client undertakes to pay the Rental Agent:

- the sums due relating to the duration of the rental at the current rate,
- penalties applicable to each day of delay,
- the amount of additional insurance cover and other optional services taken out by the Client at the beginning or during the rental,
- all sums due in respect of offences committed by him under the legislation relating to traffic and parking.

The amount of any invoice or balance due by the Client in respect of the above-mentioned elements will be automatically debited from the account corresponding to the card presented, unless the Client presents another means of payment accepted by the Lessor. The Client already accepts the debit to the same account of the amount of the non-redeemable excess and any other costs related to the vehicle, its rental or the use made of it by the Renter (fuel, repairs, fines, etc.).

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

When the rental is made on presentation of a credit card, a travel voucher or a purchase order, the Lessor will invoice the issuer of the travel voucher or purchase order who is responsible in accordance with the contractual stipulations:

- the use of the rented vehicle,
- the payment of the rental and all related charges,
- and is bound by any possible extension of the lease or by the disappearance of the vehicle.

ARTICLE 7 : GUARANTEE OF THE RESERVATION AND NO-SHOW

The reservation of the vehicle is guaranteed 1 hour after the arrival time and within the limits of the agency's opening hours. Beyond that, the reservation may not be honored. In the event of an upgrade, the Renter will then be liable for the fare difference with the category booked. In the event of downgrading, no compensation will be granted.

For airport sockets, in the event of a flight delay, the reservation will be maintained 1 hour after the actual arrival time if the flight number has been specified when validating the file. In the event that the Hirer arrives at the Landlord's agency more than one hour after the booking time, the Landlord reserves the right as the case may be:

- to re-rent the vehicle and offer the Client 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 received, by way of compensation, due to the immobilization of the vehicle.

ARTICLE 8: CANCELLATION OF THE BOOKING BY THE CLIENT OR THE RENTAL COMPANY

The Client may cancel their booking under the following conditions:

- for a cancellation made at least 30 days before the scheduled start date of the rental, the Client is reimbursed the amount of his rental.
- for a cancellation made between D-29 days and D-15 days before the scheduled start date of the rental, the Client is reimbursed the amount of his rental, minus the cancellation fees corresponding to 30% of the total amount of the reservation, and which may not be less than 5000 XPF;
- for a cancellation made between D-14 days D-3 days before the scheduled start date of the rental, the Client is reimbursed the amount of his rental, minus the cancellation fees corresponding to 50% of the total amount of the reservation, and which cannot be less than 5000 XPF;
- No refund will be made by the Rental Provider for a cancellation made by the Renter less than 3 days before the date of pick-up of the vehicle

**If the Customer does not subscribe to the cancellation service, no refund will be made by the Rental Provider for a cancellation made by the Renter less than 3 days before the date of collection of the vehicle.**

If the Rental Provider is forced to cancel the Customer's reservation due to the unavailability of the reserved vehicle, the Rental Company undertakes to offer a vehicle of a similar or higher category. If the Rental Firm is unable to offer the Client another vehicle during the rental period selected by the Client, the Rental Firm undertakes to reimburse the Client in full.

ARTICLE 9: EARLY RETURN

In the event of early return of the vehicle, the rental amount will be recalculated according to the number of days actually used and the options subscribed to. The refund will be calculated on the basis of the difference between the amount paid by the Renter at the beginning of the rental and the amount of the actual rental. A penalty of 70% will be deducted from the difference. The refund will be made by any means within 30 days of the return of the vehicle. For all prepaid rentals, this clause does not apply. If the vehicle is returned before the scheduled end date of the rental, the unused days will not be refunded. The Tenant must then refer to the special terms and conditions of sale related to the service purchased.

ARTICLE 10: INSURANCE AND ADDITIONAL PROTECTION

All rented vehicles are covered by Third Party Liability", in accordance with the regulations in force.

The Lessor also offers the Client the following optional additional protection:

- CDW (partial buy-back of the excess in the event of damage to the rented vehicle),
- TAW (partial buy-back of excess in the event of complete theft of the rented vehicle),
- PAI (protection of the driver and the people transported),
- PCDW (reduction of the excess in the event of an at-fault accident and damage to the vehicle without an identified third party),
- SCDW (abolition of the deductible in the event of an at-fault accident and damage to the vehicle without an identified third party, including glass breakage),
- The Client may consult the details of these options, their scope of application and the exclusions in the explanatory document of the insurance and additional protection available to the Client at the Rental Agency's office and on its website. In the event of a claim, the Client undertakes in particular to:
- report any accident, damage or fire to the Lessor within two working days (excluding public holidays) of the discovery of the claim and immediately alert the police authorities and the Lessor for any theft or bodily accident,
- mention in the claim the special circumstances, the names and addresses of any witnesses, the name and address of the opposing party's insurance company, and the policy number,
- attach to this declaration all police or gendarmerie reports, receipt of declaration of complaint, etc.,
- communicate to the Lessor within two working days of the occurrence of the claim the contact details of its insurer in the event that the Client has taken out personal insurance,
- not to discuss liability in any way or to deal 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.

If the Renter subscribes to these additional protection at the current rate, the non-redeemable deductible in force will apply in the event of a claim.

If the Lessee declines them, the total amount of the repairs relating to the material damage will apply in the event of a claim.

However, even if the Client has agreed to pay one or more additional protection supplements for a reduction in the excess, he will remain fully liable for all damage caused to the upper parts of the bodywork following an impact against a fixed or mobile body (bridge, tunnel, porch, tree branch, other overhanging objects, etc.). The same applies to damage to the bodywork and mechanical parts located under the vehicle (front axle, oil pan, rocker panel, etc.).

Any damage caused to the vehicle as a result of use not intended by the manufacturer or off asphalt roads will result in the total financial responsibility of the Customer, even if the Customer has accepted the excess reduction supplement. The Client will also remain fully responsible for all damage caused by water (rain, sea, etc.) as a result of negligence on his part (risky flood crossing, open vehicle parking, parking in a place with a risk of flooding), as well as any theft or damage to accessories and glass breakage.

In the event of loss or damage to the keys, the costs of towing the vehicle, the duplicate keys and the reset of the lock are the responsibility of the Customer, regardless of the insurance package taken out.

If the amount of damage to the vehicle is less than the amount of the non-redeemable excess, the Lessor will collect the amount of the excess and reimburse the Customer for the difference in these amounts. The amount of the damage constitutes the financial value of the damage suffered by the Lessor as a result of the damage, destruction or theft of the vehicle rented by the Client. Consequently, any amount claimed by the Lessor for damage to the rented vehicle is of an indemnity nature corresponding to the amount, estimated by an expert, of the cost of the repairs to be considered, as well as the costs of the expertise, any towing costs, the costs of immobilization of the vehicle amounting to 5000 XPF including tax, as well as file processing fees amounting to 5000 XPF including tax. If the repairs are not carried out, the estimated amount of their cost will remain due by the Client as compensation due to the decrease in the market value of the vehicle.

If the amount of damage caused to the vehicle is greater than the amount of the non-redeemable excess, the Lessor will collect the amount of the excess taken out by the Customer without claiming any other sums from the Customer.

**Please note :** in the event of an accident where the circumstances are related to the Client's failure to comply with the Highway Code, the Client's negligence or driving under the influence of alcohol or an illegal substance, the Rental Provider will be entitled to claim from the Client at fault all the repairs and damages suffered by third parties, notwithstanding any additional protection taken out by the Client. The Rental Agent will be entitled to terminate the contract, and not to provide a replacement vehicle. The prepaid sums will be acquired by the Rental Agent.

In the event that the vehicle is declared economically irreparable at the expense of the Renter, the Lessor will invoice the customer for the amount of the VRADE (replacement value to be said by an expert) as well as the additional damages suffered by the Lessor due to the loss of the vehicle (the costs of re-registration, the appraisal fees, the early repayment of the loan).

The VRADE and related damages will be invoiced to the Client as follows:

If the Client has not taken out any additional protection with the Rental Firm, the Rental Firm will invoice the Client for all the VRADE and any related damages to the Client for reimbursement by the Client or its insurer. In this case, the Client undertakes to provide the Lessor with the contact details of his insurer within two working days of the occurrence of the claim.

If the Customer has taken out additional protection covering damage caused to the vehicle, the Rental Provider will only be able to claim from the Customer the amount of the excess related to the additional insurance policy taken out. In any event, the Client shall remain fully liable for all damage caused to the upper and lower parts of the vehicle, regardless of the additional protection taken out in accordance with Article 10 hereof.

ARTICLE 11: FUEL

Fuel is the responsibility of the Customer. If the vehicle is returned with a lower fuel level than that of delivery, a refuelling fee will be charged in addition to the missing fuel, in accordance with the rate mentioned at the Rental Agent's office counter.

ARTICLE 12: MAINTENANCE AND REPAIRS

During the rental, the Customer undertakes to use the vehicle sensibly. In particular, the Customer undertakes to take all necessary protective measures to keep the Vehicle in the same condition in which it was taken possession. The Customer is liable to the Rental Agent for any detrimental consequences arising from a failure to comply with maintenance obligations. The Lessor must inform the Lessor of any alert or defect in the vehicle as soon as possible so that the Lessor can carry out the necessary repairs. Any modification of the Vehicle or any mechanical intervention carried out on it is prohibited without the prior authorisation of the Rental Agent. Failing this, the Client will bear the duly justified costs of restoring the Vehicle to its original condition.

ARTICLE 13: LIABILITY

The Client remains solely responsible under Articles L121-1 and L121-2 of the Highway Code, for fines, contraventions and reports. He is also responsible for the customs proceedings brought 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 Client is liable for offences committed during the duration of the rental. Thus, the Client is informed that his contact details may be communicated to the competent authorities who request it and he will be liable for a processing fee of 30 euros including tax. The Customer must check that he does not forget any personal belongings within the vehicle. The Rental Agent will not be liable for any loss or damage caused to the goods left on board the vehicle, whether during or after the rental period.

ARTICLE 14: DURATION OF THE 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 Rental Firm by the agreed deadline, in the absence of an agreement for a possible extension, the Lessor will apply Article 5.2 hereof. Rental days are invoiced in twenty-four hour increments. 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 invoiced to the Customer at the rental rate in force.

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

ARTICLE 15: GEOLOCATION

The Lessor informs the Hirer of the existence of a system allowing the monitoring of the kilometres 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 GTC, the Tenant consents to the use of these electronic devices. The Rental Provider also provides the Renter with an optional geolocation tool for eco-driving or security purposes (in the event of theft of the rented vehicle). The Landlord and the Hirer are jointly responsible for the processing implemented by the Landlord 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 data subjects to have access to the data concerning them recorded by the tool (dates and times of circulation, journeys made, etc.).

ARTICLE 16 : COMPETENCE

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

ARTICLE 17: OPPOSITION TO TELEPHONE CANVASSING

The Client 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, pursuant to Article L223-1 of the Consumer Code.

ARTICLE 18: INFORMATION TECHNOLOGY AND CIVIL LIABILITIES

The data concerning the Client, requested during the rental, are mandatory; otherwise, the rental cannot be concluded. This data is processed by the Rental Agent, the data controller, and is intended for the management of the commercial relationship (rental contract, invoicing, management of fines and claims, management of customer accounts, satisfaction survey, opinions on products/services, etc.). The Rental Agent also uses the Customer's contact details to send him products similar to those ordered. The Client has the right to object to each communication.

☐ I refuse to allow the MENCAR company to offer me products similar to those I have already ordered.

In accordance with the regulations in force, the Client may access his data or request its deletion. The Client also has a right to object, a right to 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 fate of his personal data after his death. For more information on the management of the Client's personal data by the Rental Firm or on the exercise of its rights, the Client is invited to consult the Privacy Policy available at the reception, in the store, or on the Rental Firm's website or on request at [dpco@gbh.fr](mailto:dpco@gbh.fr).

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

Dated at:

\* see conditions at the Agency