

ARTICLE 1: GENERAL PROVISIONS

These General Rental Terms and Conditions will govern all rentals granted by RUNCAR (hereafter referred to as the "Hirer") to its customers in Reunion Island. In this respect the Customer accepts fully and unreservedly the application of said General Rental Terms and Conditions.

During the rental period, the Customer is the custodian of the vehicle and is responsible for it. The Customer must be able to provide all the documents required to draw up their contract, such as name and address, driving licence issue date, and credit card number.

The licence must be shown whenever a vehicle is rented. The Customer or any driver designated in the contract must be over 21 years of age and have held a valid driving licence for more than one year. If the driver is under 25 years, a young driver surcharge will apply. Note that rental of certain categories of vehicle requires specific means of payment, and is subject to minimum age conditions.

ARTICLE 2: PROVISION AND RETURN OF THE VEHICLE

The vehicle is made available to the Customer at one of the Hirer's agencies; it must be returned to the Hirer's personnel at the location, date, and time stipulated in the contract, and during rental branch opening hours. In the event that the Customer is authorised to return the vehicle elsewhere than at one of the Hirer's branches, the Customer will remain responsible for the vehicle until the Hirer has received it.

Under no circumstances is the Customer authorised to drop the vehicle off elsewhere than at the rental office provided for in their contract. If the Customer returns the vehicle at a location neither provided for nor authorised by the Hirer in their contract, said Customer will be liable to a fixed penalty of €100 for abandoning the vehicle, as well as a sum to cover the cost of recovering the vehicle, the amount of which will depend upon the place, time and day of recovery.

Whenever a vehicle is returned outside opening hours and after the closing time displayed at the rental offices, especially in the case of a delayed flight, the Customer will be charged an additional "outside business hours" pickup or return fee of €45 including VAT when the contract is drawn up and/or closed.

ARTICLE 3: CONDITION OF VEHICLE

A description of the vehicle is attached to the Customer's contract. Only an employee of the Hirer is authorised to fill out the form describing the initial condition of the rental vehicle. If this is not done, the Hirer is deemed to have provided a vehicle in accordance with the description. The Hirer may therefore disregard claims relating to apparent damage not reported at the time of departure. The Customer must return the vehicle in the condition in which they received it. All repair costs resulting from a fault by the Customer, or in the absence of a fault by an identified third party, will be charged to the rental cost, subject to the provisions of the section "Insurance and Additional Damage Waivers". The Hirer undertakes to provide a vehicle of a particular category, not a particular model or make.

A vehicle must be returned in the identical state of cleanliness as when it was picked up. If a vehicle is excessively dirty on return (animal hair, sand, mud, stained upholstery, markings, etc.), the Customer will be billed for any cleaning and repair required, pursuant to the prices charged by qualified experts.

The vehicle is provided with tyres whose condition and number reflect traffic regulations. The Customer will pay for any damage to or theft of tyres, hubcaps, studs, tyre accessories, flat tyres and fuel. If the keys are lost and/or damaged (due to humidity, damage after being dropped, etc.), towing costs, a copy of the key and resetting the anti-theft device will be paid by the Customer, regardless of their insurance package.

Additional equipment can be provided for a supplement, and must be paid for when the vehicle is first picked up. These accessories (Satnav, booster seat, infant seat, etc.) are clean and in perfect working order when given to the Hirer. They will be checked when the vehicle is returned. In the event items are damaged or missing, an excess will be applied*.

ARTICLE 4: INSURANCE EXCLUSIONS

Under risk of being excluded from insurance coverage, the hirer agrees to ensure that the vehicle will not be used:

- by persons other than themselves or those approved by the Hirer, persons for whom the Customer will be answerable pursuant to Article 1242 of the French 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 hire 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 (flammable or explosive) or goods emitting unpleasant odours, to be transported on board a ship, ferry, etc.

Moreover, the Customer may under no circumstances assign, sell, mortgage, or pledge this contract, the vehicle, its equipment or tools, nor treat them in any way that could harm the Hirer.

The Customer will be subject to all legislative, regulatory and customs obligations and all other laws on the transportation of goods in the vehicle supplied by the Hirer, whether public or private transportation, depending upon the Customer's use of the vehicle. The Customer will remain liable for the entire period during which the vehicle is put at their disposal.

The Customer will have sole liability for all declarations and the payment of all duties and taxes imposed on goods traffic (customs, excise, administration fees, etc.)

ARTICLE 5: RENTAL

If pre-booking is made through the Hirer's website, the General Rental Terms and Conditions on the website will apply to the Customer and the security deposit made with the Customer's credit card will be an essential condition for delivery of the vehicle. If the amount of the security deposit is not available, the Hirer may refuse to deliver the vehicle to the Customer and terminate the rental contract.

Proof of residence dated within the last three months (an electricity, gas, or telephone bill or a health insurance certificate) is required for any hire. The Hirer reserves the right to refuse to rent and deliver the vehicle to the Customer if said Customer cannot present a document proving residence.

5.1. Security deposit: a credit card security deposit (Visa, Eurocard, Amex) will be requested from the Customer when the vehicle is picked up. This credit card must show the first name and surname of the Customer and comply with the requirements in Article 14 hereof.

5.2. Prepayment - Extension: The Hirer will require payment of the estimated amount of the rental prior to departure of the vehicle, according to the conditions stipulated by the Hirer, who may provide for payment in several instalments. The initial prepayment may under no circumstances be used to extend the rental period. The price of the rental and the amount of the prepayment are mentioned in the current price list. In the event that the Customer wishes to keep the vehicle for longer than initially agreed, they must first obtain the Hirer's permission, visit one of the Hirer's branches and pay promptly, based upon the list price, the amount of the ongoing rental. The Customer may be liable to legal proceedings if they fail to do so. Their insurance will also be void, and they will be liable to pay €20 (including VAT) per day of delay in addition to the amount due for the additional day.

5.3. Payment: The Customer undertakes to pay the Hirer, once the rental period is over and the vehicle has been returned in full (including equipment, accessories, administrative papers and keys):

- All sums due for the rental period, the kilometres driven, and the amount of additional insurance cover, as well as any other optional services to which the Customer has subscribed;
- The additional amount for collecting the vehicle if it is left at another location with the prior consent of the Hirer.
- All direct or indirect taxes and levies due on the sums, premiums, expenses and compensations provided for in this Article.
- All sums owed for traffic and parking violations under applicable legislation during the period of this contract.

If the Customer prepays, the amount of the outstanding invoice balance, if any, will be debited immediately from the account corresponding to the credit card presented, unless the Customer offers another means of payment accepted by the Hirer. The Customer herewith accepts that the non-waivable excess and all other costs connected with the vehicle, its rental or use (fuel, repairs, traffic fines, etc.) be debited from this same account.

In the event that a promotional rate is applied, non-compliance with the rental period agreed when the vehicle is picked up will always entail invoicing of the prevailing list price. However, the amount of the minimum excess in force and towing costs will be paid by the Customer even when said Customer has taken out additional excess insurance.

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

When rental is granted on presentation of a credit card, travel voucher or order form, the Hirer will invoice the issuer of the travel voucher or the order form, who will be responsible pursuant to contractual provisions:

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

ARTICLE 7: BOOKING GUARANTEE

The booking is guaranteed until 1 hour after the arrival time entered in the booking form. After one hour, it may not be possible to guarantee the category of vehicle that was reserved. In the event of an upgrade, the Customer will be liable for the price difference with the category reserved. In the event of a downgrade, no compensation will be granted.

For vehicles picked up at the Airport, in the event of a flight delay the booking will be maintained 1 hour after the actual arrival time if the flight number was provided when the booking was validated.

ARTICLE 8: CANCELLATION OF BOOKING BY CUSTOMER

Customer 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 Customer will be refunded the amount of their rental, less a cancellation fee of €50;
 - For a cancellation made 15 to 29 days before the scheduled start date of the hire, the Customer will be refunded the amount of their rental, less a cancellation fee corresponding to 50% of the total amount of the booking, with a minimum amount of €50;
 - For a cancellation made 3 to 14 days before the scheduled start date of the hire, the Customer will be refunded the amount of their rental, less a cancellation fee corresponding to 75% of the total amount of the booking, with a minimum amount of €50;
- The Hirer will not refund any cancellations made less than 2 days before the scheduled start date of the rental, or if the Customer does not hire the vehicle on the scheduled date.

ARTICLE 9: EARLY RETURN

If the vehicle is returned early, the amount of the hire will be recalculated according to the number of days actually used and the options subscribed to.

A refund will be calculated based on the difference between the amount paid by the Customer at the beginning of the hire period, and the amount of the actual hire period. A penalty of 30% will be deducted from the difference.

The refund will be made by bank transfer or by crediting the credit card used within 30 days after the vehicle is returned.

This clause does not apply to prepaid rentals. In the event the vehicle is returned before the scheduled end date of the rental, unused days will not be refunded. The Customer must therefore refer to the special conditions of sale related to the service purchased.

ARTICLE 10: INSURANCE AND ADDITIONAL DAMAGE WAIVERS

All our vehicles are covered by a "Third Party Liability" insurance policy, in accordance with prevailing regulations, as well as the following additional protection:

- CDW (partial Collision Damage Waiver in the event of damage to the rental vehicle),
- THW (partial Theft Waiver in the event of total theft of the rental vehicle),
- PAI (Personal Accident Insurance: protection of the driver and passengers),

A Customer information leaflet is available at the Hirer's offices and on our website.

In this respect the Customer undertakes in particular:

- to declare to the Hirer, within two working days (excluding public holidays) after discovery of an incident, any accident, damage or fire, and to report any theft or accident involving physical injury immediately to the police. This period for reporting a claim is also 2 working days if the vehicle is stolen.
 - to mention in the notification of claim the circumstances, names and addresses of any witnesses, the name and address of the other party's insurance company, and the policy number.
 - to append to this notification of claim all police and law enforcement reports, complaint declaration receipts, etc.
 - under no circumstances to discuss liability or try to settle with third parties in connection with the accident.
 - not to abandon the vehicle without making sure it is secure and safe.
- Damage to and/or theft of the vehicle will be charged to the Customer within the limit of an excess whose amount varies with the vehicle category.

If the Customer accepts these additional coverages at prevailing rates, the prevailing non-waivable excess will apply in the event of a claim. If the Customer declines these coverages, the prevailing total excess will apply in the event of a claim.

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

The same will apply to damage to bodywork and mechanical parts underneath the vehicle (front-wheel axle unit, oil sump, rocker panel, etc.). The Customer will be fully financially liable 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 additional cover to lower excess. The Customer will 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 a flood risk) and any theft of or damage to accessories and broken glass.

In the event that the keys are lost and/or damaged, costs to tow, make a copy of the key and to reset the anti-theft device will be paid by the Customer, regardless of their insurance package.

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

Please note that the Customer may incur personal liability in the event of an accident involving circumstances caused by the Customer's failure to comply with the French Highway Code, regardless of any additional insurance coverage taken out. The Hirer will be entitled to claim, from the Customer at fault, the full cost of repairs and damages suffered by any third parties involved.

Moreover the Hirer will be entitled to terminate the contract and not provide a replacement vehicle. Any prepaid amounts will belong to the Hirer.

ARTICLE 11: FUEL

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

ARTICLE 12: MAINTENANCE AND REPAIRS

The Customer undertakes to use the vehicle prudently. They will be its custodian and be responsible for and in control of driving and transport. The Customer will regularly check all levels of oil, water and other fluids, and also carry out routine and preventive maintenance, particularly oil change and lubrication, at the Hirer's own workshops or establishments designated by the latter. The Customer must keep the invoices and other evidence of these maintenance services at the disposal of the Hirer. Repairs other than normal maintenance operations will require the Hirer's prior authorisation.

ARTICLE 13: GEOLOCATION

To preserve and protect the vehicle and to prevent and detect violations, RUNCAR may use electronic devices to monitor the condition, performance and operation of the vehicle and/or to monitor the movements of the vehicle. This information may be used both during and after the end of the rental period. By accepting these GTC, you hereby give your consent to the use of such electronic devices.

ARTICLE 14: LIABILITY

Pursuant to Articles L.121.1 and L.121-2 of the French Highway Code, the Customer will be solely liable for all fines and tickets. They will also be liable for any proceedings brought against them by customs. Consequently, the Customer agrees to repay the Hirer any such expenses paid in the former's place. In accordance with the rule that punishment should be applied to the offender only, the Customer is liable for offences and violations committed during the rental period. The Customer is informed that, upon request, their name and address may be reported to competent authorities, and that they will, if necessary, be charged a processing fee of €15 including taxes.

The Customer must ensure that they do not forget any personal belongings in the vehicle. The Hirer will not be liable for loss of or damage to property left in the vehicle, whether during or after the rental period. Consequently, items forgotten and forwarded at the Customer's request will be subject to an administration fee of €15 including tax, in addition to shipment costs, which will be deducted from the security deposit.

ARTICLE 15: TERM OF CONTRACT

The rental is granted for a limited period of time, specified on the front page of this contract. If the vehicle is not returned to the Hirer by the agreed deadline for return and if there is no agreement for a possible extension, the Hirer reserves the right to take back the vehicle wherever it is located at the time, at the Customer's expense, on the understanding that the Customer in this case will have no right to claim wrongful termination of the rental. Rental days are invoiced in units of twenty-four hours. An additional day will be charged if the vehicle is returned more than 59 minutes after expiry of the contractual time limit.

ARTICLE 16: SECURITY DEPOSIT

The Customer will pay the Hirer a security deposit when their rental contract is drawn up. The amount of this security deposit depends upon the category of the rental vehicle. It is indicated in the Hirer's price lists and, at the start of the rental, in the contract. It is intended to cover the Hirer's loss due to damage to and/or theft of the vehicle, on the understanding that this does not release the Customer from the obligation to pay directly any amount they owe, even if such amounts exceed said security deposit. This security deposit will take the form of a credit card preauthorisation governed by the rules of banking law, whereby the sum is held in the Customer's account, without being debited, and a debit authorisation in favour of the Hirer valid for thirty days. The parties agree that this security deposit will belong to the Hirer in the event of damage caused by the Customer or in the absence of a fault by a third party and in the event the vehicle is stolen (subject to application of the above-mentioned contractual coverages), up to the amount of the loss suffered. Moreover, the Customer hereby authorises the Hirer to deduct from this deposit any sums the Customer owes the Hirer or any person, authority or administration, including but not limited to fuel, repair and maintenance costs and fines, even after the vehicle has been returned, if the operative event of this debt occurs during rental by the Customer. If the amount of the security deposit is not enough to cover these amounts, the Customer undertakes to pay them on request immediately to the Hirer or to whomever is entitled to them.

ARTICLE 17: BREACH OF CONTRACT

Failure by the Customer to comply with the terms and conditions of hire will entail termination of the hire without prejudice to any damages the Hirer may be entitled to claim.

ARTICLE 18: MEDIATION

In the event of disputes, the Parties agree to seek an amicable agreement as a matter of priority.

In the absence of an amicable agreement, pursuant to Articles L.612-1 et seq of the French Consumer Code, the consumer-Customer may resort to mediation, free of charge, by referring the matter to the Ombudsman of the French National Council of Automobile Professionals:

- electronically on the Ombudsman's website www.mediateur-cnpa.fr and posting it to:
- by downloading the referral form from the website www.mediateur-cnpa.fr and posting it to: M. le Médiateur du Conseil national des professions de l'automobile, 50 rue Rouget de Lisle - 92158 SURESNES CEDEX - France, or by email to: mediateur@mediateur-cnpa.fr.

Pursuant to European Regulation 524/2013, the Hirer informs Customers who have booked online of the existence of a European platform to settle Online Dispute Resolution between e-merchants and consumers: <http://ec.europa.eu/consumers/odr>.

ARTICLE 19: JURISDICTION

In the event of a dispute regarding the performance of this contract, if the Customer is a business owner, the only competent courts will be those in the jurisdiction where the Hirer has its domicile. If the Customer is a consumer, the competent courts will be those in the jurisdiction where the defendant has their domicile.

ARTICLE 20: DATA PROCESSING AND PRIVACY

The personal information requested from the Customer is essential in order to enter into the hire agreement. This information is stored by RUNCAR and may be disclosed to the Hirer's partners and to members of the Hirer's commercial network in order to provide the Customer with quality service geared to their needs. It may also be disclosed to third parties in a business relationship with the Hirer. In accordance with the law of 6th January 1978, and Regulation 2016/679 of 27th April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, the Customer has a right to access, rectify and object - based on legitimate grounds - to the processing of any data relating to them by contacting My Data Solution - dpo@qbh.fr. All requests must be accompanied by a double-sided copy of an identity document.

I hereby consent to the collection, processing and storage of my personal data by RUNCAR for commercial prospectation purposes.

Customer's signature (accompanied by the mention "Read and approved"):

At:	On:
-----	-----

* see conditions in the Branch Office