



# GENERAL RENTAL TERMS AND CONDITIONS

Applicable from 07/01/2023

SALVA | ***Hertz*** **dollar.** ***Thrifty***

GUADELOUPE • MARTINIQUE • GUYANE

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# GENERAL RENTAL TERMS AND CONDITIONS

## SALVA GUADELOUPE \_ MARTINIQUE \_ GUYANA

Applicable as of 01/07/2023

SALVA, an independent franchise of Hertz International, Thrifty International and Dollar International, a French limited liability company (SARL) with share capital of €1,800,000, registered in the Pointe-à-Pitre Trade and Companies Register under number 421 160 425, with registered office located at Voie Principale, ZI de Jarry – 97122 Baie-Mahault, France (hereinafter referred to as "SALVA", "we", "us" or "our" or "the rental operator"), rents out to you (hereinafter referred to as "the customer", "the hirer", "you") a vehicle (including any replacement vehicle) in accordance with the clauses and information contained in these general rental terms and conditions, the signed rental agreement and any other specific condition(s). The rental of this vehicle implies that you accept the rental terms and conditions set out in these general rental terms and conditions, in the special terms and conditions subscribed to where applicable and in the signed rental agreement. All of these conditions form a contractual whole that you undertake to strictly comply with.

### 1. PURPOSE

The purpose of these rental terms and conditions is to define the general terms and conditions applicable to the rental and use of the rented vehicle. Before renting, the customer is invited to take cognizance of the details of our services and the terms and conditions of the agreement. Any rental is subject to compliance with the agreement and the rights and obligations arising therefrom. You may not assign these rights and obligations. You are only permitted to use the vehicle in accordance with the rental terms and conditions.

### 2. VEHICLE

You acknowledge that we own the vehicle and that any attempt to sell or sublet the vehicle by any person other than us would be considered null and void.

**2.1** Definition of the vehicle: in these rental terms and conditions, all references to the term "vehicle" shall mean the vehicle that we deliver to you in connection with your rental, including, but not limited to, vehicle replacements, all parts and accessories belonging to the vehicle as well as any additional equipment that may be provided to you, such as child seats, our "Sat Nav" road navigation systems, ect..

**2.2** Condition of the vehicle: it is important that you check the condition of the vehicle at the start and end of the rental. We will provide you with a vehicle condition form, detailing any pre-existing damage. You acknowledge that you will be liable for any loss or damage suffered by the vehicle, its documents, equipment or accessories during the rental. If any damage is not mentioned on the vehicle condition form at the time that you take possession of the vehicle, you must report it to us before driving away. Otherwise you will be held responsible for it when returning the vehicle.

### 3. AUTHORIZED DRIVER OF THE VEHICLE

**3.1** As the main driver of the vehicle, you must be the person who pays for the rental and who pays the security deposit. Your name will be written on the rental file. You are responsible for the rental and you must be present when the agreement is signed. You are the only person authorized to make changes to the rental agreement, if applicable. You must present the original version of your valid driving license issued at least a year ago, as well as a valid identity document. For driving licenses issued outside the European Union and not written in the Latin script, an international driving license will be required. The vehicle may only be driven by you or any other person who has received our prior authorization and whose name has been included on the rental agreement. Only you are allowed to add additional drivers.

**3.2** You undertake not to let anyone, including yourself, drive the vehicle who:

- is not of the minimum age required by our regulations or does not hold a valid driving license that has been issued at least a year ago, depending on the category of the vehicle concerned or any request from us;
- fails to comply with the regulations of the Highway Code;
- is in a state of excessive fatigue or under the influence of alcohol, drugs, medicines or any other legal or illegal substances impairing their senses or ability to react.

### 4. QUOTE

Rental rates vary depending on the vehicle category, place and rental dates and any additional charges announced.

Before signing the agreement, you will receive a quote free of charge:

- either issued in printed format at the customer reception area (at the branch) or on a durable medium;

- or, if the offer is online, from the page presenting each of the categories of vehicles offered for rent.

The quote is provided for information purposes only and is valid according to the validity period of the offer.

The rate and category can only be guaranteed at the time that the booking is confirmed.

### 5. RESERVATION

A vehicle rental "reservation" is a summary of your initial request in our records in which you expressed the desire and intention to rent a vehicle of a particular category at the place, date and time specified in the rental terms and conditions and subject to compliance with them.

Reservations can be made at the customer reception area (at the branch), by telephone (booking center) or online on our website.

In the reservations, the departure and return times are always provided in local time at the place in which the vehicle is taken into possession and returned, respectively.

We accept reservations only for a class of vehicle and not for a particular vehicle, age or model brand, or for characteristics that are not common to other vehicles in a given class.

If we allow you to make a reservation, you agree to all the resulting obligations detailed in this document as well as the practical implications of making such a reservation.

When you make a reservation, we provide you with a quote showing an estimate of the total amount to be paid that is determined for the rental. This total amount is generally determined based on the information received at the time of the reservation, without taking into account the products and services offered as an option during the rental period or the actual end-of-rental costs.

**5.1** Prepaid rental

When you enter into an online prepaid rental transaction, you make a confirmed reservation with our services to rent a vehicle of a specific category at the specified place, date and time of departure, bearing in mind that the vehicle must be returned to the specified place, date and time of return, and at the same time you pay the total rental fees and options indicated at the time of the reservation, using a valid bank card.

**5.2** Vehicle withdrawal time

During agency opening hours, we will keep your reservation for up to one hour from the scheduled pick-up time within the agency closing hours.

If you arrive by plane and your booking is scheduled at an airport agency, the vehicle pick-up time will be:

- One hour (1 hour) from the landing time of a short or medium-haul aircraft.
- One and a half hours (1 hour 30 minutes) from the time of landing of a long-haul aircraft

This period will only be guaranteed if the flight information (airline name and flight number) was communicated at the time of the reservation. You will be charged for delayed flights if this period extends outside the agency's opening hours.

Outside the deadlines defined above, the reserved vehicle may be made available to other customers. If you arrive after these deadlines, we will do our utmost to provide you with a vehicle, but we will not be able to guarantee its availability.

### **5.3 Reservations made on a scheduled flight outside airport agency opening hours**

Any reservations made with an arrival on a flight scheduled outside an airport agency's opening hours must be subject to the prior authorization of the rental operator. If applicable, it will be honored for a fee that will be communicated when the quote is issued.

### **5.4 Specific vehicle booking**

We accept reservations for vehicles classified as "specific" (requiring an availability request from our booking center) provided that you pay a deposit.

The deposit may only be reimbursed in the cases provided for in Article 5.6 of this document.

### **5.5 Discounts and tariff agreements**

When making your reservation, you can benefit from a discount by indicating a code issued by SALVA. However, discount codes do not apply to prepaid rates.

### **5.6 Changing a reservation**

#### **5.6.1 You can change a reservation at our reservation center.**

Any changes relating to the following points will result in the calculation of a new rate (hereinafter referred to as the "adjustment").

- Return agency,
- Time and date of pick-up,
- Time and date of return,
- Vehicle category,
- Optional products and services.

The adjustment may be an increase or reduction in the rate proposed at the time of the initial reservation, in accordance with the rate policy in force on the date of said change.

Any changes will result in validation by SALVA depending on the availability of the vehicles.

#### **5.6.2 Changing a prepaid reservation**

For any pre-paid reservations, the name of the main driver and the pick-up place of the vehicle cannot be changed. If you need to change this information, you will need to cancel your reservation and make a new one. You can change a reservation up to 3 times.

You will need to provide a valid credit card number when changing a pre-payment reservation. The credit card number must be that of the card used to make the initial reservation. If you wish to change your credit card, you will need to cancel the original reservation and make a new one.

### **5.7 Conditions beyond the control of the rental operator (force majeure)**

If we are unable to perform any of our obligations at the specified place, date and time of departure due to events or conditions beyond our control, including but not limited to acts of government, floods, fires or other natural disasters, unusually severe weather conditions (including wind storms, rain storms), epidemics, natural calamities, wars, terrorist acts, riots, insurrections, rebellions, national emergency states, strikes or other labor disputes, utility service failures, data processing or transmission failures or disruptions, access or supply failures or disruptions, in the case of a prepaid reservation, this will be canceled and you will be reimbursed without any flat-rate deduction for damages.

### **5.8 Conditions beyond the customer's control**

If you are unable to fulfill any of your obligations at the specified place, date and time of departure due to events or general conditions beyond your control, including but not limited to acts of government, floods, fires or other natural disasters, natural calamities, wars, terrorist acts, riots, insurrections, rebellions, national emergency states, failures or disruptions of data processing or transmission, in the case of a prepaid reservation, this will be canceled and you will be reimbursed without any flat-rate deduction for damages.

Please note, however, that events and conditions that are beyond your control but are not of a general nature, including but not limited to your health and that of the passengers accompanying you, will not relieve you from fulfilling your obligations under a prepaid rental transaction.

To protect yourself against unforeseeable events and conditions specific to you or your accompanying passengers, you should consider taking out travel insurance or other similar measures.

### **5.9 Canceling a reservation**

#### **5.9.1 You can cancel a reservation:**

- By calling our booking center;
- By sending an email to the following address: [relationsclientele@hertzantilles.com](mailto:relationsclientele@hertzantilles.com)

No fees will be charged if you inform us of your cancellation at least one hour before picking up the vehicle.

#### **5.9.2 Pre-paid booking cancellation**

In the event of a cancellation request, we will make a full refund of your prepaid booking:

- Free of charge, if the booking is canceled up to 72 hours before the time at which you must take possession of the vehicle;
- Subject to an administrative cancellation fee if the cancellation takes place between 72 hours and the time scheduled for taking the vehicle.

All refunds will be made by bank check payable to the vehicle hirer and sent to the address provided at the time of the reservation.

### **5.10 No-show**

In the event of a "no show" within the deadlines provided for in Article 5.2, you will be charged a "no show" fee.

In the case of a booking for a specific vehicle with a deposit, the amount of the "no show" fees will be equal to the amount of the deposit paid.

In the case of a prepaid booking, the "no show" fees will be deducted from the amount to be reimbursed. We will refund you the prepaid amount minus the "no show" fees if you make a claim to [relationsclientele@hertzantilles.com](mailto:relationsclientele@hertzantilles.com) within 90 days of the rental date with a copy of the reservation confirmation.

All refunds will be made by bank check payable to the vehicle hirer and sent to the address provided at the time of the reservation.

## 6. DURATION / DELIVERY / RETURN / EXTENSION

The minimum duration of a rental is 24 hours from the time indicated on the rental agreement. A tolerance of 29 minutes of delay, known as the "grace period", will be granted to you without you being charged for an additional day. After exceeding the "grace period", you enter a new period of 24 hours which will be invoiced to you at the current rental rate.

We reserve the right to terminate the rental early, immediately and automatically if you do not comply with any of the essential obligations of the agreement, in particular the conditions for using the vehicle, the payment of the rent, or the conditions for returning the vehicle.

**6.1** The vehicle is handed over to you in good working order and equipped with all the regulatory documents, equipment and accessories.

We will check the condition of the vehicle at the start of the rental and when you return the vehicle. One of our representatives will draw up a statement of all the damage noted on an adversarial document (the vehicle condition form).

**6.2** You agree to return the vehicle to us in the same condition as when it was taken over, except for normal wear and tear of the vehicle, and with the same documents, equipment and accessories, at the place, on the date and at the time indicated in the rental agreement.

You acknowledge that you will be liable for any loss or damage suffered by the vehicle, its documents, equipment or accessories during the rental.

Additional washing costs will be charged to you if, in addition to damage due to normal wear and tear, the vehicle requires more than a normal level of cleaning after it has been returned, in order to return it to its current condition prior to its rental.

**6.3** The vehicle must be returned to the agency from which it was collected during normal opening hours of the agency concerned, and in accordance with the procedure in force at this agency. In the event of a return outside the agency's opening hours, you will remain responsible for the vehicle until we are able to pick it up.

It is possible to return the vehicle to a different agency than the one from which it was collected depending on the type of vehicle; in this case, you may be charged costs for returning the vehicle to a different agency. These costs vary depending on the agency.

If, during your rental, you wish to change the agency from which you wish to collect the vehicle, you must contact our agency by email at the address indicated on the rental agreement.

If we allow you to return the vehicle elsewhere than to one of our rental agencies (hotel car park, airport car park), and we agree to travel to pick it up, you will remain fully responsible for the vehicle until we have picked it up. In this case, you will need to:

- Lock the vehicle and park it in the agreed location and in a safe place;
- Leave all relevant documents on the driver's seat, such as the car park ticket if parked in a car park, the European accident report form and the vehicle condition form, etc.
- Put the keys in the agreed location, accompanied by clear instructions about the vehicle's location;
- Put the keys in the secure key box, accompanied by clear instructions about the vehicle's location, and clearly identified where this is specified; Do not put the keys in the office's standard mailbox or entrust them to a third party after parking the vehicle, even if this person appears to be one of our members of staff.

Out-of-branch return costs may be invoiced to you depending on the location.

Please note that you may be charged for abandoning the vehicle if you leave it in an unauthorized location or return it to a rental agency that has not been agreed.

**6.4** If you wish to extend your rental beyond the duration initially provided for in the rental agreement, you must visit one of our branches and pay the additional price corresponding to this extension. Any extensions shall result in the mandatory signature of a new rental agreement corresponding to the new period and the daily rate in force (hereinafter referred to as "the extension agreement"). We reserve the right to refuse to grant an extension of the rental without compensation for the hirer, with an obligation for the latter to return the vehicle at the agreed date and time.

In the absence of a signed extension agreement, for each full day or day that is delayed in returning the vehicle, you will be charged an additional rental day at the applicable daily rate, whereby the costs will correspond to the options chosen as well as any daily non-return penalties.

## 7. LIABILITY FOR DAMAGE, LOSS OR THEFT

Subject only to any deductibles related to your acceptance of any of the insurance policies or covers detailed in the **general and specific insurance conditions** in force, you will be liable to us for any loss and any costs suffered by us in the event of loss, damage or theft of the vehicle, its equipment or its accessories during the rental period. Your liability may include in particular the cost of repairs, loss of value of the vehicle, loss of rental income, costs for towing and storing the vehicle as well as any administrative costs corresponding to the cost incurred by us in connection with handling any claims relating to the damage caused to the vehicle.

## 8. CONDITIONS OF USE OF THE VEHICLE

**8.1** You are entitled to drive the vehicle in accordance with the conditions set out in paragraphs 3 and 6 above. In the event of non-compliance with these terms and conditions, you will be required to indemnify us for any liability and for any loss, damages or expenses that we may suffer or incur as a result of your breach. You may also lose the benefit of any waivers or insurance policies you have chosen.

We reserve the right to terminate the rental agreement early, immediately and automatically if you do not comply with one of the essential obligations of the agreement, in particular the conditions of use of the vehicle.

We reserve the right to seize the vehicle at any time, and at your expense.

You must take care of the vehicle, ensure it is locked, secured and parked safely, and use any safety devices provided with the vehicle. You must remove and keep in a safe place any removable radio equipment and/or front panels when the vehicle is not occupied. You must use seat belts, car seats and any other child protection devices.

**8.2** You must use the correct type of fuel and check the level of the oil and other liquids, beyond 1,000 km for passenger vehicles and 500 km for commercial vehicles, and make the necessary upgrades. You should contact us at the assistance number provided to you in the event of any anomalies resulting from an accident or mechanical breakdown. The vehicle may not be repaired without our express prior authorization.

## 9. RESTRICTIONS ON VEHICLE USE

You may not use the vehicle or allow anyone to use it:

- 9.1** To transport passengers in return for payment (as a taxi, VTC services or as part of carpooling agreements or similar);

- 9.2 To transport goods in return for payment (except in the case of trucks and utility vehicles);
- 9.3 To tow or push any vehicle, trailer or other object (without our express permission);
- 9.4 Outside of roads classified in the public road sector or rural roads or adapted to the vehicle and in particular in natural areas;
- 9.5 To carry an excess number of passengers or luggage;
- 9.6 To transport anything that could damage the vehicle (in particular explosive or combustible equipment and materials) or delay our ability to hire out the vehicle again (due to its condition at the time of return or the smell that comes from it).
- 9.7 To participate in motor racing, rallies, trials or any other competitions;
- 9.8 In breach of the Highway Code or other regulations;
- 9.9 For all illegal purposes referred to below but without this list being considered exhaustive

- For all sub-leases;
- To drive or be driven in areas prohibited to the public, including, in particular, airport runways, airport service roads and other similar areas;
- To learn how to drive;
- To park the vehicle on beaches or seashores in coastal areas;
- In breach of any of the conditions set out in paragraph 3 above concerning the driver.

**9.10** Under no circumstances may our vehicles leave the county or state in which they were rented. Beyond these territorial limits, vehicle insurance, additional protection and the amounts of accident or theft liability are no longer valid.

## 10. SECURITY DEPOSIT

**10.1** When you take charge of the vehicle, in addition to the total amount of your rental, we will ask for a pre-authorization on your bank card to cover the security deposit. We accept major credit cards. Visa Electron, purchasing cards and Maestro cards are not accepted as guarantee cards.

**10.2** The purpose of the security deposit is to fully or partially cover any additional costs that may be incurred during your rental (additional days, reclamation fees, fuel, damage, etc.).

You authorize us to secure the amount due in the form of a security deposit paid to cover any sums and costs due by you in respect of the rental and also to cover any damage or loss as defined in these conditions or in respect of the costs related to the failure to return the vehicle.

The security deposit is paid using the PLBS (payment for the rental of goods and services) system (also known as "pre-authorization"). This procedure is carried out via a payment terminal (EPT) in your presence. You must validate the transaction using your PIN number.

The PLBS system allows you to make a request to your bank and to block the amount requested from your account for one month.

This amount is not debited at the start of the rental but will generate either a provision in your account if you are a debit card holder, or a reduction of the upper limit of the funds in your account if you are a credit card holder.

In your presence, all the additional amounts and costs payable by you are collected by standard payment (by entering your PIN number).

In your absence, the PLBS system is transformed into a distance selling system for all additional costs that may arise during or after your rental.

## 11. PAYING FOR THE RENTAL

**11.1** We accept for payment the main credit cards, charge cards, holiday vouchers, rental vouchers. Accepted credit cards must bear the Visa or Mastercard / Eurocard logo. Visa Electron, purchase cards and Maestro cards are not accepted as credit cards.

**11.2** Rental vouchers and vouchers may be issued for a maximum period of thirty (30) days.

**11.3** For identification and security reasons, you must present at the rental agency the same credit card that you used to make the prepayment, in your name. If the card used for the reservation has expired, been lost or stolen, you will need to present the replacement card on behalf of the same card holder.

When the vehicle is picked up, a bank pre-authorization will be requested on your credit card. You must make sure that you have sufficient funds on your card to cover all rental costs.

**11.4** The main driver of the vehicle must be the person paying for the rental and the person paying the security deposit.

**11.5** In the event of non-payment of all or part of the sums due to us under the rental agreement within the period indicated on your invoice, we reserve the right to apply late payment interest in addition to the amounts due, at the basic interbank credit rate for a period of one month, plus 3%.

## 12. PREPAYMENT TERMS

Prepayment means any reservation that has been paid in full at the time of the reservation.

A prepaid reservation must be confirmed at least twenty-four hours (24 hours) before the vehicle is picked up.

Advance payment means any reservation that was the subject of the payment of a deposit at the time of the reservation.

## 13. DISCOUNTS AND TARIFF AGREEMENTS

You must present proof at the rental counter (e.g. professional card, coupon, etc.) to benefit from any price discounts related to a commercial benefit. If this is not the case, you agree that the current rate applies to you. Offers cannot be combined.

## 14. FEES

**14.1** The fees mentioned in the rental agreement correspond to your use of the vehicle as agreed between us at the start of the rental, and include the basic rental fee, the options and ancillary services you have chosen and the applicable taxes at the applicable rate.

**14.2** The basic rental fee is established for a minimum of one rental day (the 24-hour period commencing at the start of the rental) and includes the mandatory third party liability insurance costs. Fees for drivers under 25 years are charged if you or any additional driver in the agreement is under 25 years old.

**14.3** Your use of the vehicle during the rental period may result in the invoicing of additional costs, including in particular cancellation fees, costs in the event that the vehicle is returned after the agreed return time or for mileage beyond the mileage allowance, and fuel service costs provided for in the agreement. You will be liable for any fines resulting from traffic or parking offenses occurring during the rental period (including administrative fees as set out in the applicable price list).

**14.4** All fees and surcharges applicable to rentals are included in the table of options and charges in force and are available at the branch and on our website.

**14.5** All costs are calculated in accordance with our rates in force and are the subject of a final calculation on return of the vehicle.

## **15. FUEL / ADBLUE TANK / ELECTRIC VEHICLE**

### **15.1 Fuel**

The rental vehicle will be handed over to you with a full tank of fuel (unless otherwise specified). If you do not return the vehicle to us with the same level of fuel as at the departure, we will apply service charges to the fuel, plus the price per liter of fuel consumed.

For rentals with less than 50 km on the meter, you must provide proof of purchase of fuel. Otherwise, we will charge an estimated fuel consumption by multiplying the mileage driven by the vehicle category consumption index and the price per liter, plus fuel service charges.

[Consumption index = average number of liters/100]

Fuel consumption = Mileage driven \* fuel consumption index \* price per liter of fuel

### **15.2 AdBlue®**

Vehicles equipped with an AdBlue® tank are handed over to the customer with a full tank.

In the case of rentals with a duration of more than 28 days, at the end of the rental, you must return the vehicle with the AdBlue® tank full. Failing this, SALVA will invoice the customer for the missing AdBlue®, as well as for a service fee in accordance with the rate in force at the time of the rental.

In the case of rentals with a duration of less than 28 days, SALVA will pay for filling the AdBlue® for a flat-rate contribution, which will be invoiced to you depending on the number of kilometers traveled. The amount of this contribution is included in the applicable rates that can be consulted at the branch.

When renting a vehicle equipped with an AdBlue® tank, you must ensure that it is always sufficiently filled. Your liability and that of your employees will be fully incurred during the term of the rental in the event of a breach of the aforementioned obligation; you release SALVA from any liability relating to the debts that any administration or any other third party may assert against SALVA due to the non-filling of the AdBlue® tank, in particular, any fine or penalty.

### **15.3 Electricity**

SALVA will make every effort to ensure that the rented electric vehicle is at least 75% charged. During the rental period, you must plan stops to charge the battery before the level becomes low. Charging an electric vehicle is fundamentally different to refueling a diesel or petrol vehicle. Best practice is to charge it every time you park, including at night, topping up with a quick charge if needed. It is your responsibility to ensure that the vehicle has enough battery to allow you to complete your journey or go to a charging station.

We ask you to return the vehicle with at least the same charge level as at the departure. If you return it with a lower charge level, we will charge it for you. Charging fees will apply and you will be invoiced for them. If you return the vehicle with a battery level below the critical threshold that prevents it from being unlocked, we will also invoice you for the costs incurred to access the vehicle as well as any damage caused to the vehicle as a result.

## **16. DAMAGE TO PROPERTY, DRIVERS AND PASSENGERS**

**16.1** We shall not be liable to you or any other licensed driver or passenger for any loss or damage to property left in the vehicle, whether during or after the rental period, unless the loss or damage is due to any fault or breach of this rental agreement attributable to us. You alone bear all the risks relating to these items.

**16.2** Complementary insurance (CI) is an insurance cover that provides certain benefits to the driver and passengers of the vehicle in the event of accidental death and bodily injury.

## **17. CIVIL LIABILITY INSURANCE**

We are legally obliged to provide civil liability cover. This is included in the rental costs. The details of this insurance are referred to in the general and specific insurance conditions in force.

## **18. ACCIDENTS, THEFT AND VANDALISM**

**18.1** You must report to the competent authorities any traffic accidents, incidents, loss, damage or theft involving the vehicle no later than 48 hours after the occurrence or discovery of the incident.

**18.2** You are required to inform the rental agency of any traffic accidents, incidents, loss, damage or theft involving the vehicle and to submit a complaint and/or an accident report form no later than 48 hours after the occurrence or discovery of the incident.

**18.3** In the event of theft, you must hand over to us the vehicle keys, as well as the remote control of the anti-theft system, if applicable.

**18.4** In the event of an accident, you undertake not to release anyone from liability, settle any complaint amicably or accept any waiver of liability, and must note the names and addresses of all persons involved, including witnesses.

**18.5** You agree to cooperate with us and our insurers in any investigations or legal proceedings resulting from any loss or damage to the vehicle.

## **19. LIMITATIONS OF LIABILITY**

**19.1** Subject to the provisions of paragraph 18.2, we shall not be liable to you or any third party for any loss or damage resulting from the rental, except exclusively in the event of negligence or gross negligence on our part, or any other breach on our part under the terms of this rental agreement. We shall not be liable for any indirect or unforeseeable loss or damage, including loss of profit or opportunity.

**19.2** Nothing in this paragraph shall exclude or limit our liability in the event of death or personal injury resulting from our acts or omissions, or any other liability that cannot be excluded by law.

## **20. FINES AND TRAFFIC OFFENCES**

**20.1** You are obliged to pay all fines and you are liable for any breach of the Highway Code, parking rules, or any other laws or regulations, occurring during the rental period and we will charge you for the costs incurred in our processing of the fine.

**20.2** We transfer liability for all violations of the Highway Code to the main driver of the vehicle. The main driver is responsible for all offenses occurring during the rental period.

## **21. PERSONAL DATA**

**21.1** By entering into this rental agreement, you agree that we will store and process your personal data in connection with this rental agreement and in our legitimate interest, including for the purposes of statistical analysis, bank checks and the protection of our property. Consequently, in the event that you breach this rental agreement, your personal data may be disclosed or communicated to third parties, to the extent necessary for any recovery procedures or to protect our property against any damage.

**21.2** You understand that if you use a discount code related to an agreement with a business partner, we will need to provide that partner with your personal data.

**21.3** To protect our vehicles and prevent and detect violations, we reserve the right to use electronic devices to monitor the condition, performance and operation and/or to track vehicle movements. This information can be used both during and after the end of the rental period. By accepting these terms and conditions, you consent to the use of these electronic devices.

**21.4** You have the right to access, rectify and/or delete personal data about you in our possession.

## **22. INTERPRETATION**

If any provision of these terms and conditions is acknowledged in whole or in part to be invalid, illegal or unenforceable under applicable law, this provision or the relevant section or this section shall be deemed not to form part of the rental agreement. However, the remainder of the provisions shall remain in full force and effect.

## **23. APPLICABLE LAW - MEDIATION**

Any disputes that cannot be settled amicably shall be governed by French law.

In the event of a dispute, and after a written complaint to our services has remained unsuccessful, you may as a consumer refer the matter to the ombudsman (FNA Médiateur), free of charge, with a view to finding an amicable resolution to your dispute. Postal address: FNA Médiateur website:

[www.mediateur.fna.fr](http://www.mediateur.fna.fr) Immeuble Axe Nord 9 and 11 avenue Michelet, 93583, Saint Ouen, Cedex, France. Please consult the FNA Médiateur website for any information relating to the mediation process, and to submit your file online.

However, in the event of disputes with professionals, they will be subject to the exclusive jurisdiction of the Commercial Court of Pointe-à-Pitre.

## **24. BLOCTEL SYSTEM**

We hereby inform you of your right to register for the BLOCTEL cold-calling blocking list, on which any consumer may register free of charge so as not to be contacted by a professional with whom he or she does not have an ongoing contractual relationship, in accordance with the terms of Article L.223-1 of the French Consumer Code. For more information and to register, see the website:

<http://www.bloctel.gouv.fr/> or by post: Worldline - Service Bloctel - CS 61311 - 41013 Blois Cedex, France

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## **RELATIONS CLIENTÈLE** *CUSTOMER RELATIONSHIPS*

Guadeloupe - Martinique - Guyane

Service relations clientèle

BP 2386 - 97188 Jarry Cedex - Guadeloupe F.W.I.

Fax : 0590 38 18 10

✉ [relationsclientele@hertzantilles.com](mailto:relationsclientele@hertzantilles.com)

🌐 [hertzantilles.com](http://hertzantilles.com)

✉ [relationsclientele@thriftyantilles.com](mailto:relationsclientele@thriftyantilles.com)

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