



## GENERAL CONDITIONS OF VEHICLE HIRE WITHOUT A DRIVER

In hiring a vehicle, the CAR HIRE COMPANY enters into an agreement with the HIRER who in turn commits to the following conditions of contract.

### 1-Definitions

The "HIRER", denotes the driver(s) and paying customer, referred to as signatory on the hire contract.

The "CAR HIRE COMPANY", denotes the company, **Ardeuche SARL**, capital of 20 000€, ZA Les Estrades, 07150 Vallon Pont d'Arc, registered commercial company in Aubenas, no. 799.375.365, as mentioned on the hire contract.

"The "VEHICLE", denotes the leisure or touristic vehicle being rented a stated period of time under the hire contract.

"DAMAGES" and "THEFT": is considered to be damage to the car, referring to all damage to the car including the windscreen, wing mirrors, indicators, lights and headlights. Theft includes vandalism, stolen accessories and attempted theft.

### 2-Conditions required to hire a vehicle

**The HIRER must supply all forms of justification necessary to conform with the contract. These include: a form of identity, address, driving license with date of issue and group.**

All drivers must; be 21 years of age or over; possess a valid driving license for at least 36 months; be eligible to drive the vehicle on their permit under the correct group.

A driving licence that is not written using the Roman alphabet must be accompanied by an international driving licence.

### 3-Use of the hire vehicle

#### 3-1 Condition of the vehicle

A form is attached to the hire contract describing the condition of the vehicle.

The HIRER, before setting off, must indicate any visible defects that are not already mentioned. By default, the CAR HIRE COMPANY is presumed to have supplied a vehicle that conforms to the conditions described on this form and unfortunately will not be able to take into account any claims or reclamations regarding visible defects or damages that were not highlighted upon departure.

The HIRER is supplied with a clean vehicle. The vehicle must be returned in the same condition in which it was supplied.

The HIRER has sole legal responsibility for the vehicle until its return to the CAR HIRE COMPANY. Failure to return the vehicle will be considered a misappropriation leading to legal proceedings and the forfeiture of insurance benefits.

Any extra costs necessary in returning the vehicle to its original state (including the cost of cleaning the vehicle), directly due to the HIRER, will entail supplementary charges to the vehicle hire cost.

A fee for cleaning the vehicle will be charged if it has not been cleaned on returning the vehicle at the end of the hire period, this fee will be 50€ per vehicle.

#### 3-2 Use of the vehicle

The hirer commits to driving the vehicle in a diligent and careful manner, conforming to road safety rules and the Highway Code. The driver must not be under the influence of alcohol or any narcotic substances that would affect their driving, and commits to using the vehicle for its purpose which is to transport passengers free of charge.

Conforming to the responsibility of any infractions committed, the HIRER is responsible for any damage caused during the hire period. Thus, the HIRER is informed that his/her personal details shall be made known or communicated to the police authorities if requested.

#### 3-3 Restrictions on the use of the vehicle:

- The vehicle must remain within France, and/or within a country where, according to the CAR HIRE COMPANY, the 'Carte Verté', International Insurance Card, is not invalid.
- The vehicle is to be used on the main roads and is strictly prohibited off-road.
- The vehicle must not be overloaded or be used to transport more than the number of passengers allowed on the 'Carte Grise', the vehicle's registration document, or for transporting paying passengers.
- The vehicle must not be used in or for competition purposes or for towing or pushing any other vehicle.
- The vehicle must not be used for any illegal purposes, nor teaching a third party to drive, nor for transporting dangerous substances/merchandise.
- No advertising of any sort is permitted on the vehicles unless with prior agreement.

Any luggage and affairs transported in the vehicle, including packaging and stowage, must not cause deterioration or damage to the vehicle or encumber the passengers in any way.

The HIRER is obliged to comply with all legislation regarding customs and excise when transporting goods within the vehicle.

Smoking in the vehicle is strictly prohibited.

When the vehicle is stationary/parked, even for a short period, it is the HIRER's responsibility to lock the car and use the anti-theft devices and alarm systems supplied by the CAR HIRE COMPANY.

The HIRER must never leave the vehicle unoccupied with the keys in the ignition. Failure to return the keys will result in a doubling of the excess (amount paid by the HIRER under the contract) of the insurance in the event of an accident and/or claim, unless the HIRER can prove that failing to return the keys was a result of another incident of which he/she is not attributable.

In the event of theft or damage, the HIRER must supply the CAR HIRE COMPANY with the accident report or theft report receipt issued by the authorities, as well as the keys and car documents within 24 hours of the incident or from the time the incident was acknowledged.

Failing to observe these procedures, the HIRER will be responsible for any consequent damages, no matter how serious, and will be deprived of all rights under the insurance contract, except legal guarantees, and will be charged all resulting fees and costs.

### ***3-4 Maintenance / mechanical problems***

During the period of hire and depending on the number of kilometres driven, the HIRER should check the oil, water, other liquid levels and tyre pressure so that they conform to normal car usage. The HIRER must be aware of any warning signals that may appear on the dashboard and act accordingly, including breaking in an emergency.

The vehicle is equipped with pneumatic tyres that conform to the highway rules and regulations for normal car usage. In the case of tyre deterioration other than the normal car usage, a hidden nail or force of nature/act of god, the HIRER commits to replacing the tyre immediately, at his/her own cost, with an identical tyre, in shape, make and condition.

Similarly, the HIRER is also liable for any deterioration in the wheels and wheel rims and this will be at his/her own cost.

In the event of an accident whereby the vehicle is unable to be moved, the hirer must call the assistance help line 'Service d'assistance', that is found in the hired vehicle, as well as contact the CAR HIRE COMPANY as soon as possible.

## **4-Hire Period**

### ***4-1 Hire period calculation***

The HIRER commits to returning the vehicle to the CAR HIRE COMPANY at the date specified on the hire contract as failure to do so will entail civil and penal legal proceedings.

The contract hire period is a maximum of 30 days and is calculated from a minimum of one day, being 8 hours, the hire duration is then calculated in periods of 24 hours from the pick-up time of the vehicle.

If the HIRER wishes to keep the car for a longer period than the standard contract, He/she must obtain a written agreement with the CAR HIRE COMPANY and must advance the necessary extra hire costs due for this extension of time. Failure to make all necessary arrangements and payments for each contract will result in legal proceedings due to misappropriation, non-return and abuse of confidence.

In the absence of written accord for an extension of time of the vehicle hire, the CAR HIRE COMPANY reserves the right to repossess the vehicle from wherever it may be and at the cost of the HIRER.

### ***4-2 Miscellaneous provisions***

The HIRER does not have the right to claim a reduction in the price if the vehicle is being hired at the base price. In no circumstances can the hirer claim any advantages accumulated on the same contract. Each party has the right to ask for an expert opinion/assessment within 8 days of an incident or litigation/dispute, at their own cost. All claims regarding the present contract or the invoice should be formulated within one month, and no later, of the invoice date.

The present contract can only be modified by an additional clause, signed by both parties.

Fuel, oil etc. are at the HIRER's expense.

The HIRER remains solely responsible, under article 21 of the regulations n°58-121 of 15 decembre 1958, for fines, infractions, parking tickets, speeding tickets, police reports/tickets, customs proceedings and other contraventions that may arise during the car hire period of contract. Consequently, the HIRER commits to reimbursing the CAR HIRE COMPANY for all costs arising from these eventualities that it has paid on behalf of the HIRER. Under no circumstances can the HIRER claim for damages for a delay in the arrival of a support vehicle or for immobilisation or downtime, as a consequence of a break-down or reparation work necessary during the hire period.

The CAR HIRE COMPANY will not be held responsible for any loss, theft or damages to the contents, no matter the value, being transported or having been left by the HIRER, or by any other person, in or on the vehicle during the hire period of the present contract or after the vehicle has been returned to the CAR HIRE COMPANY.

The HIRER clears the CAR HIRE COMPANY of any responsibility with regards to the aforementioned.

### ***4-3 End of the Hire Period***

The hire period ends when the vehicle, the keys and vehicle papers are handed back to the CAR HIRE COMPANY at their head office. Under no circumstance should the HIRER hand the keys back to anyone in the CAR HIRE COMPANY car park.

In the event that the vehicle is handed back without the keys, this will be charged to the HIRER as well as, if necessary, the costs arising from the return or repatriation of the vehicle.

Responsibility remains the HIRER's until the end of the contract, excepting in the case of confiscation or impoundment; the hire contract can be fully terminated as soon as the CAR HIRE COMPANY is informed by the judiciary authorities or by the HIRER.

Any use of the vehicle that would cause harm or in any way be detrimental to the CAR HIRE COMPANY will result in a full termination of the contract.

In the case of theft, the hire contract will be terminated as soon as the CAR HIRE COMPANY receives the claim form duly filled in by the HIRER and the competent authorities.

In the event of an accident, the hire contract will be terminated as soon as the CAR HIRE COMPANY receives the accident report form duly filled in by the HIRER and any eventual third parties.

It is not possible to return a vehicle outside of the opening hours, that is 8.30 a.m. to 6.30 p.m.

## 5 - Liability and Insurance Issues

Definition of the 'Excess': it is the amount specified on an insurance policy, a contribution to the cost of a claim, that is payable by the HIRER in the case of any damages to the vehicle or theft, unless the HIRER has voluntarily subscribed to an insurance guaranteeing a partial payment of the excess (total payment is not possible)

### 5-1 Civil Responsibility

The HIRE CAR COMPANY has taken out an insurance policy for "Civil Responsibility" which shall apply to the HIRER under the law 'loi du 27 février 1958', compulsory insurance with respect for motorised road vehicles. Having the status of an insured person: the HIRER of the vehicle, any custodian or driver previously authorised by the CAR HIRE COMPANY. The car is only insured for the hire period indicated on the hire contract. After this period and unless an extension has been authorised, the CAR HIRE COMPANY refuses all responsibility for any accidents that the HIRER might have caused and which he/she will make it their own personal business.

**The HIRER is responsible for the vehicle which he/she has charge.**

### 5-2. Other Warranties and Guarantees

The vehicle has multi-risk insurance cover in accordance with existing legislation. This policy excludes travel insurance, transported goods, baggage and personal effects insurance. The vehicle is insured for accidental fire damage excluding clothes, animals or transported goods for which the HIRER is responsible under his/her own insurance.

The vehicle is insured against theft. The HIRER having responsibility for the vehicle commits to, when not driving the vehicle, setting the alarm if there is one, locking the vehicle, using all the anti-theft devices supplied with the vehicle and must not leave the vehicle papers in the car.

a) In the event of theft, the HIRER must handover the keys and the papers of the stolen vehicle, as well as the statement/report receipt from the police station, within 24 hours, excluding Sundays and Bank holidays. In this case, and if all conditions have been respected, the HIRER will pay the excess or reduced excess corresponding to the category of vehicle and the current rates. By default, all delays in declaration or non respect of the conditions shall entail a loss of the guarantee and the cost of the stolen vehicle will be invoiced to the HIRER based on the purchase invoice up until the return of the vehicle if this is less than 6 months, or on the value of the vehicle based on the Argus price excluding VAT and the accountable value of accessories, with an increase of 10% as penalty. The same applies for two wheelers.

b) The HIRER's responsibility for accidental damage to the vehicle commits him/her to the total or partial excess due based on general current rates supplied to the HIRER when the vehicle was hired. The amount of excess will be retained by the CAR HIRE COMPANY while awaiting the expert's report, even in the event of no damage to the CAR HIRE COMPANY's vehicle. The HIRER will be invoiced for excess as well as claims. The amount of the invoice(s) shall be returned to the HIRER deemed not at fault if and when the CAR HIRE COMPANY has been entirely compensated for all damages resulting from the accident by the other person's insurance company.

c) By paying a supplement, the HIRER reduces the amount of excess payable and partially exonerates his/her responsibility towards accidental damages to the vehicle, depending on the current rates of "excess reduction"

The HIRER will pay the total amount of excess when the damage caused is a result of:

- A breach of the Highway Code such as failure to stop at a red light, driving on the left hand side of the road, driving the wrong way on a one-way road, drunk driving, etc.
- Neglectful driving, parking or general use of the vehicle on the part of the HIRER. In particular, all damage to the vehicle and all damage resulting from insufficient levels of water, oil or other fluids.
- Mutual agreements/claims/reports that are either incomplete, unsatisfactory, unusable or illegible. For example an unsigned claim or report by the relevant driver(s) implicated in the accident. The HIRER takes responsibility for insuring any transported goods and animals.
- **5-3. Remaining entirely the responsibility of the HIRER:**
  - Damage caused to: the underside of the vehicle (under the wheel axle), impact against the pavement or any other object on the road, to the upper parts of the vehicle above the steering wheel, in the event of collisions with a bridge, a tunnel, signpost, tree branches, etc. dints or bumps to the roof, deterioration of the bonnet, the tyres, the wheels, wing-mirrors, and other accessories such as radio, side windows.
  - Costs due to: repatriation and immobilisation following a breakdown resulting from the HIRER's negligence or failure, abandonment of the vehicle, theft, accident.
  - Wilfully causing Interior defacement or damage to the vehicle or unintended damage, (accessory breakage, cigarette burns, damage caused by transported goods or their packaging, etc...) still remain the financial responsibility of the HIRER.

Compensation, in the event that the vehicle is returned as a wreck or a write-off, is the equivalent of 30 days of the daily hire rate. A vehicle is classed as a wreck or write-off if the reparation costs are the same or more than the value of the car. Damage caused by transporting any objects, goods or animals. Reparation or parts-exchange resulting from abnormal wear (of the clutch), negligence, loss, theft, undetermined causes. The HIRER cannot take charge of any reparation or maintenance work without the prior consent of the CAR HIRE COMPANY. Damage caused by drink driving or under the influence of drugs or narcotic substances; driving under a false name; false pretences or a falsified age.

### 5-4. Accidents - Declarations:

All accidents must be reported to the CAR HIRE COMPANY immediately and within 24 hours, under penalty of losing insurance entitlements and benefits.

The HIRER and/or driver(s) must:- inform the police immediately if there are any injured parties, prepare a written accident report outlining in detail the circumstances of the accident, and if possible the names of any witnesses to the accident. By default the HIRER must by full rights pay the minimum compensation equal to the amount of excess even if he/she subscribed to a reduction in the excess payable.

## **6- Hire Costs**

### **6-1 Payment**

The HIRER(S) is/are liable for all hire costs.

The estimated hire cost is payable in advance at the time of reservation or at the latest when the vehicle is available for pick-up if there is no prior reservation, by bank card or cash. The deposit is calculated depending on the current rates, at the time of reservation or when the vehicle is picked up, plus the security deposit. Any money held as a deposit cannot be used as payment for extending the car hire period.

### **6-2 Applicable Rate**

The applicable rates of hire are the current rates at the time of signing the contract and correspond to the terms agreed to by the HIRER (e.g. hire period)

The fuel is the responsibility of the HIRER. The car is supplied with a full tank of petrol. The HIRER must return the car in the same state. By default, there will be a charge of 40€ if there is fuel missing.

### **6-3 Security Deposit**

The security deposit is equal to the liability limit of the HIRER(S). This amount is indicated on the contract at the time of the hire and is paid for by bank card.

The security deposit will be paid to the CAR HIRE COMPANY in the event of damage attributable to the HIRER and in the event of the vehicle being stolen. In the absence of any damage and/or theft, the security deposit held will be reimbursed at the end of the hire period.

### **6-4 Cancellation**

The reservation can only be cancelled under the following conditions:

- in the event that the reservation is cancelled 10 days or more before the hire date, the CAR HIRE COMPANY will reimburse the HIRER for the amount paid at the time of the reservation.
- in the event that the reservation is cancelled between 2 days and 10 days before the hire date, the CAR HIRE COMPANY will reimburse the HIRER 50% of the amount paid at the time of the reservation.
- in the event of a cancellation less than 48 hours before the hire date there will be no reimbursement and the total amount paid at the time of the reservation will be retained by the CAR HIRE COMPANY.

## **7- Jurisdictional Clause of Competence**

By express convention, and under reserve of the legislation in vigour, the Tribunal of Commerce to which the seat of the CAR HIRE COMPANY, is considered to be the sole organisation competent to judge any disputes or litigation arising from the present contract concluded with persons hiring a vehicle for business purposes.

The HIRER may under any circumstances renounce the benefit of the present clause of attribution of jurisdiction which is stipulated in his/her favour. The dispute, in this case, may be brought before the courts with territorial jurisdiction under common law.

Date and signature,  
accompanied with the mention "*Bon pour location*" ("agreed for hire")

