

# GENERAL RENTAL CONDITIONS

## 1. DEFINITIONS AND GENERAL CONCEPTS

The various concepts to which these conditions refer should be interpreted in accordance with recommendation 96-02 of the French Unfair Terms and common law of rental agreements Commission (article 1713 and following of the French civil code).

The rental agreement is entered into "intuitu personae" and cannot be transferred.

"You", "the tenant" refers to the drivers and payers named in the rental agreement and who have signed it as tenants.

"Us", "the renter" refers to the company OLYMPIC LOCATION or one of its franchisees, whose company name is stated in the rental agreement.

"The vehicle" refers to the specific car or commercial vehicle that we rent to you for the agreed duration of the rental agreement.

"Damages" refer to all damages to the vehicle including glass breakage (windshield and windows, lights and side view mirrors).

"The territory" refers to the countries in which the rental vehicle can be driven, namely: Austria, Albania, Andorra, Belgium, Bulgaria, Bosnia and Herzegovina, Belarus, Switzerland, Cyprus, Czech Republic, Germany, Denmark, Spain, Estonia, France, Finland, United Kingdom, Northern Ireland, Greece, Hungary, Croatia, Italy, Israel, Ireland, Island, Luxembourg, Lithuania, Latvia, Malta, Moldova, F.Y.R.O.M, Norway, Netherlands, Portugal, Poland, Romania, Russia, Sweden, Serbia, Slovak Republic, Slovenia... **However if you want to leave French territory, you must gain permission from OLYMPIC LOCATION prior to doing so.**

## 2. RENTAL REQUIREMENTS

You must give us all necessary information and supporting documentation in order to conclude your rental agreement including: your identity, your address (original proof of residence which is no more than two months old), your driving license number, category and issue date, and a means of payment approved by OLYMPIC LOCATION.

All drivers must have held a valid license for at least 12 months (except for the rental of vehicles that do not require a driver's license). Drivers must be at least 21 years old. These conditions apply only for the rental of vehicles of class AA, A, I and commercial vehicles below 20m<sup>3</sup>. To rent a higher class of vehicle, you must have held your license for at least 3 years and be at least 23 or 25 of age depending on the vehicle. For drivers under 25, a surcharge will be asked for (see conditions at the rental station).

Statements of loss and theft, "permis blanc" and limited validity licenses will not be accepted. An international driving license must be accompanied by a national driving license. Foreign residents must give a government issued document with photographic ID and written in roman font.

You must have a means of payment approved in order to pay a warranty deposit to cover the costs of damages which might occur during the duration of the rental period and possible additional costs. This deposit will be kept one month after the end of the rental period. The person who gives the warranty deposit must be the tenant and engages their responsibility.

You must make a prepayment for an amount equal to the total of the anticipated rental amount.

## 3. THE VEHICLE

### 3.1. VEHICLE CONDITION

The vehicle is delivered in good working condition with all its registration documents.

Since 1st July 2012, it is mandatory for all motor vehicle drivers to have a breathalyzer. **This breathalyzer is not provided by OLYMPIC LOCATION**, therefore, the driver will be solely responsible in the case of a fine.

A description of the vehicle condition is provided at the time of departure. You agree to record in writing, **prior to your departure from the station**, any apparent defects that are not included. In the case of failure to do so, we are deemed to have delivered a vehicle in accordance with the descriptive statement. **Unfortunately, we will not be able to take into account claims of apparent damage that have not been reported at the time of departure.**

You must return the vehicle in the condition in which you received it. Any reclamation costs will be charged in addition of the cost of the rental agreement (see section 6).

### 3.2. USE OF THE VEHICLE

If you want to leave French territory, you must gain prior permission from OLYMPIC LOCATION. Some vehicles may be equipped with a satellite tracking system. These systems aim to prevent theft and control the consistency of the odometer. The data pertaining to your travels are not kept by OLYMPIC LOCATION but by the service provider. In accordance to articles 39 and 40 of modified French law of 6th January 1978 that pertain to information technology, databases and civil liberties, any person can obtain communication and, if necessary, correction or deletion of the information concerning them, by means of request to the service provider. You also have the right to prevent your data from being processed, subject to legitimate grounds which will be judged by management.

You agree to use the vehicle with due care and attention and without being under ethyl or narcotic influence, or under the influence of any substance likely to affect driving in accordance with the "Code de la Route" (French highway code).

We particularly draw your attention to the dimensions of commercial vehicles which require increased attention during certain maneuvers (for example reverse gear) and may make it impossible to cross certain infrastructures (tunnels, bridges, etc.), the maximum height of which is, according to the current regulations, notified in advance.

**In the event of an incorrect evaluation of the vehicle's gauge, upper body shocks are not covered by the damage warranty. Lower-body and under-body damages are also not covered by the damage warranty.**

You may not use the rented vehicle:

- To sub-rent.
- To carry passengers for remuneration.
- To carry a greater number of persons than that indicated on the vehicle registration card.
- To take part in any race, rally or other contest, wherever the location.
- To give driving lessons.
- To push or tow any vehicle (excluding vehicles fitted with a hook - load up to 1,000 kg).
- On roads which are not wheel-mounted or whose surface or condition of maintenance poses risks to the tires or parts under the vehicle.
- To commit an intentional offense.

**It is strictly prohibited to allow the vehicle to be driven by a person whose license is not registered on the rental agreement.**

The goods and luggage carried in the vehicle shall neither damage the vehicle nor cause any undue risk to its occupants.

When parking the vehicle, even for a short period of time, you agree to lock the vehicle and use the alarm and / or anti-theft devices with which the vehicle is equipped.

You must never leave the vehicle unoccupied with the keys in the ignition. Failure to return the vehicle keys will result in the forfeiture of the theft warranty. The car registration documents and copy of the rental agreement must also not be left in the vehicle.

In the case of damage or theft, you must send the amicable accident report or theft report receipt issued by the authorities as well as the keys and vehicle documents to the car rental company within 48 hours without fail. A €100 fee will be charged if you do not provide the report in due time.

In the case of failure to comply with these obligations, OLYMPIC LOCATION reserves the right to claim an amount equal to the billing balance plus the amount of the warranty deposit. OLYMPIC LOCATION can also decide to terminate the rental agreement unilaterally and would require the immediate return of the vehicle.

### 3.3. MAINTENANCE/MECHANICAL FAILURE

In the case of mechanical failure you are provided with a support service, available 24/7, which you must call straight away. The number can be found on your rental agreement. Any expense made without prior authorization from OLYMPIC LOCATION or the support service will not be reimbursed.

During the rental period and according to the number of kilometers travelled, you will have to carry out the usual checks (engine oil level over 1,000km, tire pressure, etc.) conforming to due care and attention of vehicle usage. As such, the tenant shall remain vigilant to any signal emitted by the warning lights that appear

on the vehicle dashboard and shall take any necessary precautionary measures.

This includes amber warning light: have the vehicle checked quickly, red warning light: stop immediately.

The vehicle is provided with 5 tires (or 4 tires and a tire repair kit) for which conditions comply with road regulations. In the case of deterioration of one of the tires for a cause other than normal wear, you agree to replace it immediately and at your expense by a tire of the same size, same type, same brand, and same wear.

If the odometer has not been working for a cause other than a technical failure, the tenant shall pay the kilometeric allowance calculated on the basis of 500 kilometers per day.

### 3.4. TRAFFIC/SPEEDING/PARKING FINES

According to the principle that penalties are specific to the offender, you are responsible for any infraction committed during the rental period. Thus, you are informed that your contact details should be given to the police authorities that request it.

**If an automated fine is sent to us, a €15 administration fee will be charged to the credit card used for the warranty deposit.**

Since 1st January 2018, article 63 of MAPTAM law implements the decriminalization and decentralization of on-street paid-parking spaces. This means that it is the duty of the driving license holder to pay the "FPS" (parking fine). Therefore, in the case of an FPS payment notice matching your rental period, the FPS amount plus a €5 processing fee, will be automatically charged to the credit card used to pay the warranty deposit. A receipt will be sent to you upon request.

## 4. RENTAL PERIOD

### 4.1. CONCEPT AND CALCULATION

The tenant agrees to return the vehicle to the renter on the date stipulated in the rental agreement. Failure to do so carries the risk of exposure to civil and criminal legal proceedings.

The duration of a rental agreement can be no more than thirty days, including any extension.

The rental period is calculated based on a non-divisible 24-hour period starting from the time at which the vehicle is made available. You are entitled to a tolerance of 60 minutes at the end of the rental period before a further 24-hour period is applied.

If you wish to keep the vehicle beyond the period stipulated in the contract:

- It will be up to you to visit the OLYMPIC LOCATION station of your choice to sign a new agreement.

- You must pay the rental fee and any added costs associated with the extension.

### 4.2. END OF RENTAL PERIOD

The rental period ends when you return the vehicle with its keys and registration documents to an OLYMPIC LOCATION station.

The vehicle must be returned with the same amount of fuel as was provided at the pick-up. Otherwise, the number of liters of missing fuel will be charged according to the prices displayed at the rental station.

In the event that the vehicle is returned without its keys, it is regarded as still rented. In the event that the keys are lost, these will be charged as well as the costs pertaining to the reset of the vehicle, and the costs of repatriation, if necessary.

**Your responsibility must therefore be fully committed until the vehicle is permanently returned.**

OLYMPIC LOCATION cannot be held responsible for any items left in the vehicle at the end of the rental period.

OLYMPIC LOCATION can decide to terminate the rental agreement unilaterally and without notice and can also require immediate return of the vehicle in the event of failure to comply with the regulations stated in section 3 or in the case of a non-payment.

## 5. PAYMENT

All tenants are fully responsible for the settlement of the full cost of the rental period.

The estimated rental cost must always be paid in advance.

Concerning the warranty deposit paid by credit card, the tenant must have already agreed for this to be paid from the same account as is used to pay the excess and any other expenses in the case of damage or theft of the vehicle.

The tenant expressly agrees that failure to pay an invoice before the specified date or any other non-payments shall result in the forfeiture of the term and gives the right to OLYMPIC LOCATION to require the immediate return of the vehicles still rented.

The rates applicable to the vehicle rental, supplementary services, warranties or optional insurances are those in force at the time of signing the agreement and correspond to the conditions that you have requested (duration, return station, etc.). Any change in these conditions will result in the application of another rate corresponding to the new conditions.

## 6. RESPONSIBILITY IN CASE OF DAMAGE OR THEFT

**You are responsible for the vehicle that you have in your custody.**

**Thus, in the event of theft of the vehicle, an accident for which you are responsible, any damage to the vehicle or to any third party for which you are still responsible or in the absence of fault of an identified third party, you will have to fully compensate OLYMPIC LOCATION for the loss suffered (excess, cost of repairs, market value of the vehicle, capital costs, administrative fees, etc.).**

**At the end of the rental period, in the case of an accident, damage or theft, an amount equal to the excess will be charged (see the rental agreement).** In the case of an accident for which you are responsible or for which you share the liability with a third party (with an accident report), an excess will be charged even if the vehicle has no apparent damage. If the amount of the loss suffered by the renter exceeds the excess, the balance will be invoiced and eventually charged to your bank account. If the loss suffered by OLYMPIC LOCATION is reduced (shared payment, total liability of a third party, etc.), the tenant will be reimbursed by an amount equal to this reduction (upon payment by the third party responsible).

## 7. INSURANCE

All of our vehicles are covered by a "Third Party Liability" insurance. Unless you choose to opt out, our rates include an "all-risk" insurance. This insurance is limited by the conditions of this agreement and is subject to an excess which is specified in your rental agreement.

Two types of cover are offered:

- CDW (Collision Damage Waiver): Reduction of the excess in the case of an accident in which the driver is fully or partially responsible.

- TP (Theft Protection) : Reduction of the excess in the case of theft of the vehicle.

OLYMPIC LOCATION offers you the opportunity to reduce the excess in the case of theft or an accident (partial repurchasing of the excess/ serenity pack). The conditions are outlined at the rental station. The amount of the "reduced" excess will be specified in your rental agreement.

**Forfeiture of the warranty:** Unauthorized drivers who are not named in the rental agreement, and for whom the tenant remains responsible, cannot claim the benefit of the vehicle "damage" or "theft" warranty. Failure to comply with any of the obligations expressly stipulated in these General Conditions will result in forfeiture of the contractual warranty. The tenant(s) will then be responsible for the entire loss under the conditions of the general law of liability.

## 8. MEDIATION

In the case of a complaint, you must firstly contact OLYMPIC LOCATION in order to find an amicable solution. If we are unable to resolve the issue to your satisfaction, you can contact the mediator of the Conseil National des Professions de l'Automobile (CNPA) either:

- by mail by sending the form which is available on the website, to: M. le Médiateur du Conseil national des professions de l'automobile (CNPA) 50, rue Rouget de Lisle 92158 SURESNES Cedex

- via the website [www.mediateur-cnpa.fr](http://www.mediateur-cnpa.fr).

OLYMPIC LOCATION informs you of the existence of the Online Dispute Resolution European Platform intended to receive any complaint related to an online purchase from European consumers and forward it to the appropriate national ombudsman. You can find it at: <http://ec.europa.eu/consumers/odr/>.