

GENERAL CONDITIONS FOR RENTAL

"Trois Soleils", Limited Liability Company with capital of 20,000 euros, whose head office is at 100, rue Petit, 75019 Paris, registered under number 380 916 114 RCS PARIS, independent franchise of HERTZ.

Enquiries, reservations and claims be sent to the main establishment at 110 Impasse de la Cité, ZA Croix des Marais, 26600 LA ROCHE DE GLUN

Contact: telephone: +33(0)4.75.82.02.02, e-mail: contact@trois-soleils.com. Internet: www.trois-soleils.com

In entrusting this VEHICLE to YOU, HERTZ TROIS SOLEILS and its network are bound to You and You are bound in return by the general conditions of the contract herunder, subject to force majeure. Any waiver to these conditions shall be subject to before written agreement by the LESSOR.

1. DEFINITIONS AND GENERAL TERMS

The different notions referred to in the present conditions shall be interpreted with regards to Recommendation 96-02 of the Commission des Clauses Abusives (Unfair Terms Commission) and common law applicable to rental contracts (article 1713 and following of the French Civil Code).

The rental contract (hereinafter the "Contract") has been signed intuitu personae and cannot be transferred.

The Contract is the document that You sign when You pick up your VEHICLE and it includes in particular the duration, the services chosen and an estimation of costs. When We refer to the Contract, We mean: (1) the signed document, (2) the General Rental Conditions applicable on the day when the Contract is signed, (3) the Annexes (inventory sheets, insurance descriptions, Pricing conditions). By signing the Contract, You acknowledge that the summary information it mentions is correct and You agree to its general conditions. The Contract takes effect on the agreed start date of your rental period.

"You", or "the RENTER": designates the main driver and the additional driver(s) and subscriber(s) indicated in the Contract and signatory(s) who are renters.

"We", or "the LESSOR", or "HERTZ TROIS SOLEILS": designates the Trois Soleils Company, or one of its AGENCIES, franchised by Hertz International for Hertz brand for the rental of leisure vehicles in metropolitan France (excluding Corsica) and whose corporate name appears on the Contract.

"VEHICLE": may designate either a motorhome comprising a carrier part (automobile chassis) and a living cell part, or a fitted van which We rent to You as part of your rental, which includes all parts and all accessories belonging to the VEHICLE, as well as any additional equipment that may be provided to You (e.g. child seats, snow chains, etc.) for the agreed duration of the Contract.

"RESERVATION": booking of a VEHICLE by the RENTER, and expressly accepted by the LESSOR under the conditions provided for in Article 6 hereof.

"DAMAGE(S)": is considered DAMAGE(S), any damage, mechanical breakdown, accident, vandalism, occurring to the VEHICLE including glass breakage, the latter including the lights, mirrors and headlights (i.e. "Claim"), THEFT or attempted THEFT of the VEHICLE or its accessories.

"OFFENSE": designates any violation of the traffic rules and more generally of the applicable regulations when driving, committed by the RENTER, in the territory where the VEHICLE is circulating as well as any failure to pay any fees, tax and sum due under the regulations relating to the circulation, toll and parking of the VEHICLE.

"AGENCY": designates the departure and arrival agency of the VEHICLE. The RENTER cannot return the VEHICLE to another AGENCY even if they are a partner of HERTZ TROIS SOLEILS. The list of AGENCIES can be found on: [See all AGENCIES](#).

"EUROPE": designates the countries in which the VEHICLE may travel: See List on the [site](#).

"STANDARD RATE": applicable price depending on the itinerary and options chosen by the RENTER as well as any promotional offers which the RENTER may take advantage. The details of the Pricing Conditions can be consulted via this link: [Pricing conditions](#).

2. RENTAL REQUIREMENTS :

All drivers must be designated in the Contract and have had a valid driver license for at least 36 months corresponding to the category of VEHICLE.

The originals of the driving license and identity document must be presented by each driver on the day of the reception of the VEHICLE. Otherwise, the RESERVATION will be automatically canceled under the conditions set out in article 6.4 below.

2.1 Main driver of the VEHICLE

The main driver of the VEHICLE is the person expressly designated as the one who signed the Contract.

2.2 Additional(s) driver(s)

It is possible to designate one or more additional drivers whose identities must appear on the Contract, for a fixed amount equal to €108 per additional driver.

2.3 Required information

You must provide Us with all the information essential to establishing your Contract and in particular: your identity, your address, the date and place of issue of your driving license, the means of payment for your rental.

A perfectly legible recto-verso copy of the following justifications must be sent to Us with your RESERVATION request:

- valid ID card or passport for each designated driver;
- valid driving license written in French or international license of each designated driver, with its translation;
- proof of address of the main driver (water, gas, electricity bill, landline or mobile phone, internet, rent receipt (from a social housing organization or real estate agency) less than two months old;
- your Bank Identity Statement (R.I.B) for people living in France.

Apart from the above-mentioned elements, legal persons and/or associations must also provide the following:

- an Extract of the Trade and Companies' Register (Extrait K-bis) less than three months old or the Prefecture registration number for associations;
- proof of identity of the legal representative of the company or the association;
- power of attorney, if the RESERVATION request is not made by the legal representative;
- copy of the bylaws and proof of identity of the president of the association; the AGM report where the president of the association was designated.

Furthermore, We reserve the right to ask You to provide your last three pay slips or, if You are a free-lancer or a self-employed person, your latest tax notice. If You are not a European Union resident, We reserve the right to ask You to provide a copy of your Visa and your return plane ticket.

Without the above-mentioned elements, We will not allow your departure.

Furthermore, in the absence of one of the supporting documents listed above, We reserve the right to refuse the RESERVATION request or to ask You for immediate payment of the security deposit equal to €2,500 (two thousand five hundred euros) by transfer or Visa / Mastercard bank card.

3. THE VEHICLE

The LESSOR undertakes to provide You with the VEHICLE as well as the mandatory safety devices, all correctly working, lawfully registered and with all related taxes paid.

3.1 Vehicle category

Only the category of VEHICLE indicated at the time of RESERVATION is guaranteed. In the event that there are models from different brands within the same category (mini profile, family profile, family overcab, high comfort van, maxi van, getaway van, high comfort profile), you will not be able to under any circumstances require one VEHICLE rather than another, the rental price being the same for all vehicles in the same category. We reserve the right to modify without notice the composition of the range as well as our [Pricing conditions](#), updated in real time on our website.

3.2 Condition of the VEHICLE

a) When handling

A sheet relating to the inventory of the VEHICLE including the inventory of accessories and the mileage statement is attached to your Contract. When picked up, the VEHICLE is provided with full fuel and AdBlue tanks and must therefore be returned with a full tank of fuel and AdBlue.

Before your departure from the AGENCY, You undertake to notify Us in writing of any apparent defect or missing equipment/accessories not included in the inventory of the VEHICLE. Failing this, We are deemed to have delivered a VEHICLE corresponding to the inventory. We will not be able to take into account complaints concerning apparent DAMAGE which is not notified before departure.

b) When returning the VEHICLE

When returning the VEHICLE, an inventory of the VEHICLE, a mileage statement and an inventory of accessories will be carried out in your presence. You are required to return the VEHICLE in the same condition as when you took it.

In particular, the VEHICLE, its interior, as well as its equipment and accessories must be returned in perfect condition and cleanliness. Cleanliness includes emptying waste and black water and refilling with clean water. If the VEHICLE is returned in a condition unfit for immediate re-rental, cleaning costs may be charged up to €399 (three hundred and ninety-nine euros). If the VEHICLE is not returned with a full tank of fuel, You will be charged an additional fuel refueling penalty per 8th missing part according to the [Pricing conditions](#).

Any costs of repairing destroyed or damaged equipment or accessories and replacing missing items will be charged to You additionally.

If DAMAGE is found on the VEHICLE when it is returned, You will be charged for the related repair costs (cf. « [Multi-risk Coverage BASIC](#) »).

If You are not present during the inventory before departure and restitution inventory, the latter will be deemed applicable to You, and You will not be able to make any complaints against us.

3.3 Use of the VEHICLE

a) Your Obligations

You undertake to use the VEHICLE reasonably and, notably, according to its intended purpose that is to say as a means of transport and free accommodation of persons. You are required to take care of the VEHICLE and use it with the greatest care in order to reduce the risk of breakdown and DAMAGE in compliance with the use restrictions (see below).

You undertake to respect the technically admissible maximum charge of the VEHICLE appearing on the registration certificate. Goods and baggage transported in the VEHICLE, including their packaging or storage, must neither damage the VEHICLE nor expose its occupants to abnormal risks. You undertake to respect the use and, in particular, safety instructions which are provided to You before your departure, which can also be consulted in the manufacturer's guide and in the online user guide on the site www.trois-soleils.com in the "Practical guide" section. We particularly draw your attention to the dimensions of the VEHICLE which require increased attention during certain maneuvers and may make it impossible to cross certain road infrastructures (tunnels, bridges, etc.), the maximum height of which is, according to the applicable regulations, stated in advance by special signs.

If this is your first VEHICLE rental, we invite you to consult the following link: <https://www.trois-soleils.com/louer-un-camping-car-pour-la-premiere-fois>

When You park the VEHICLE, even for a short stop, You undertake to lock the VEHICLE, activate the VEHICLE's alarm and/or anti-theft devices and keep the VEHICLE's keys and papers with You. In the event of THEFT resulting from non-compliance with this requirement, you will be held liable.

You must never drive the VEHICLE while You are under the influence of alcohol, hallucinogenic drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is likely to alterate your ability to drive.

b) Maintenance

The RENTER undertakes to keep the VEHICLE, its equipment and accessories in correct state. Depending on the number of kilometers traveled, it is up to You to carry out the usual checks: optics, tire pressure, braking components, battery.

Also, if a warning light is displayed in the VEHICLE, it will be up to You to take any necessary protective measures and top up the appropriate levels: oil, coolant, brake fluid. These costs will be reimbursed to the RENTER by the AGENCY when the VEHICLE is returned, upon presentation of supporting documents.

Fuel and AdBlue remain entirely your responsibility. The RENTER undertakes to supply the VEHICLE with the appropriate fuel and the necessary AdBlue. If in doubt, we advise you to contact the RENTER's assistance.

Any modification of the VEHICLE or any mechanical intervention carried out on it is prohibited without the before written authorization of the LESSOR.

c) Restrictions on use

The RENTER is prohibited from using the VEHICLE for:

- be sublet, assigned, pledged, mortgaged or sold;
- transport people for any remuneration;
- the transport of more people than the number noted on the registration certificate;
- transport goods whose weight or volume is excessive, particularly with regard to the technically admissible maximum loaded mass;
- transport flammable and/or dangerous goods, toxic, harmful and/or radioactive products (with the exception of objects for everyday use which do not contravene the legal provisions applied);
- transport any animal or product that could have impact on the subsequent rental of the VEHICLE (condition, smell, etc.);
- travel outside EUROPE;
- participate in rallies, races, competitions or trials, regardless of location;
- give driving lessons including accompanied driving, lead road tests or provide safety training;
- pushing or pulling another VEHICLE or trailer;
- circulate on non-motorable roads, unsuitable for the VEHICLE (in particular off-road and paths) or whose surface, size or state of maintenance present risks for the VEHICLE;
- driving in violation of road regulations or any other regulations applied in the country of the trip.

4. DURING THE RENTAL

4.1 Driving the VEHICLE

You must never drive the VEHICLE anywhere other than EUROPE. You will travel with a copy of the registration certificate. It is up to you to check the entry, stay and travel formalities with the embassy and consulate of your destination country.

YOU plan your own tour and use the VEHICLE under your sole responsibility. If traveling in an area requiring before registration, a special authorization or permit (Low Emission Zones, automatic tolls without a counter, or any other area in France or abroad subject to restrictions of traffic), it is up to You to undertake the necessary formalities for registration of the vehicle. Failing this, You will make any possible payments a posteriori.

The RENTER undertakes to respect in all circumstances traffic rules and more generally the regulations applied when driving, using and parking the VEHICLE, of which he is responsible under these Conditions and the Contract.

The RENTER is required to personally pay any fees, taxes and sums due under the regulations relating to tolling and parking of the VEHICLE. He is personally responsible for the payment of all fines and fees related to the driving and use of the VEHICLE as well as all criminal, administrative and financial consequences that may result from breaches of all applicable regulations (in particular regulations relating to parking) concerning the VEHICLE during the rental period, and this until the keys to the VEHICLE are handed back to the AGENCY.

4.2 OFFENSES

Designation of the RENTER and transmission of his contact details in the event of traffic violation to French and foreign authorities.

The LESSOR is, by the applicable regulations, liable financially for any fine relating to violations of traffic regulations observed in France and abroad without interception of the VEHICLE, unless he provides the authorities with information enabling them to identify the RENTER who is responsible for the said offenses. The RENTER is therefore informed that the LESSOR will be required to designate him to the authorities and motorway operators (*) in accordance with the framework set by European Directive (EU) 2015/413 and the provisions of article L. 330- 2 and articles L. 121-2, L. 121-3 and L. 121-6 of the traffic laws.

(*) Particular attention will be required on the part of the RENTER when traveling on motorways equipped with barrier-free tolls. He must ensure that he has paid the barrier-free toll fee within the deadlines defined by the motorway operator concerned. After this period, the motorway operator will issue a report of lack of payment by a sworn agent which will result in the sending of a payment notice directly to the owner of the VEHICLE who will transmit these elements to the LESSOR or to the AGENCY which will process it according to the aforementioned terms. The RENTER will be liable in this case for the toll fee, the fine applied by the State, its increase if applicable and the processing costs applied by the LESSOR or by the AGENCY.

To do this, the LESSOR will transmit data concerning the identity of the RENTER as well as the following information: surname, first name, date and place of birth, address, driving license number, date and issuing authority. The LESSOR will also provide the competent authorities with a copy of the Contract or any other elements materializing the rental of the VEHICLE for the benefit of the RENTER to enable its identification.

5. DAMAGES AND ASSISTANCE

In the event of DAMAGE, You must contact Us as quickly as possible using the contact details shown at the top of this document and comply with the provisions set out in article 8.1 – DAMAGE below. In the event that the VEHICLE is immobilized, the necessary repairs can only be carried out after written agreement and according to the instructions of the LESSOR. The RENTER undertakes to follow the LESSOR's assistance guidelines. In the event of non-compliance with these directives, the RENTER assumes responsibility and will bear the financial consequences.

In the event of DAMAGE preventing the VEHICLE from being driven in accordance with the safety rules of the highway code, the RENTER undertakes to carry out, without delay, the necessary repairs according to the terms above.

Assistance:

Included in all contracts, Hertz Trois Soleils assistance includes support for the RENTER:

- in the context of the use of the VEHICLE and its equipment;
- in order to direct them to the nearest distributor when the intervention of a professional is necessary;
- in their efforts to direct them to a convenience store or a car garage depending on the difficulties encountered by the RENTER in the context of the use of the VEHICLE.

To do this, simply contact the LESSOR on 04 75 82 02 02.

The RENTER can optionally subscribe (details on the site [\[link\]](#)), repatriation assistance 7 days a week, 24 hours a day, which includes in particular the repatriation of the VEHICLE and the care of passengers.

If the option is not subscribed for, it is specified that any towing operation (excluding warranty/assistance from the chassis manufacturer: Ford, Fiat, other, etc.), repatriation of people and the VEHICLE will be financially supported by the RENTER.

6. RESERVATION AND PAYMENT

A quote can be sent to You, on request, before any RESERVATION request. The RESERVATION request for a VEHICLE is made on our website www.trois-soleils.com or in one of our AGENCIES. At the end of the process, we send you the confirmation of your reservation, specifying th details of the rental and the insurances and options that you have subscribed for.

6.1 Applicable Pricing Conditions

The rates applicable to rental, additional services, additional insurance and options are those announced on our website and in AGENCY at the time of subscription. They can also be consulted via the [Pricing conditions](#).

The Basic prices are detailed according to the category, the period, the number of days, the mileage package. The price of each option/insurance is detailed and will be additionally applied to the Basic rental price.

The STANDARD RATE is specific to the conditions that You have defined: AGENCY, departure and return date and time, VEHICLE category, etc...

6.2 Payment conditions

The estimated cost of the rental and services is specified to you when you make your request for RESERVATION. It is calculated according to the Pricing Conditions at the moment of RESERVATION, includes VAT and includes: the price for the rental period between the date and time of departure and return, any administrative fees, the prices of options and insurance supplements subscribed by the RENTER, and included in the Contract.

The price is payable in advance and payment must be made when booking the VEHICLE according to the following rules:

- more than 30 days before departure: a minimum of 30% of the rental amount must be paid immediately.

The balance must be paid 30 days before departure. Any RESERVATION not paid within this period results in the cancellation of the Contract in accordance with the provisions of article 6-4.

- less than 30 days before departure: the total rental amount must be paid immediately.

The LESSOR accepts the following payments: Bank transfer, payment by Visa/Mastercard, Connect Holiday Vouchers or American Express; checks and holiday vouchers (only more than 30 days before departure).

Payment is deemed to have occurred on the day on which the total amount of payment requested from You is credited to Our bank account. The exchange risk is supported by the RENTER.

At the end of the rental, additional costs may be invoiced to the RENTER (reconditioning costs, excesses, additional fuel and kilometers, late return and cleaning penalties) in accordance with the provisions of this Contract. In the event of non-payment by the RENTER of invoices on the due dates indicated on the invoice or partial payment of the price, the sums due will bear interest automatically and without notice, at the legal rate multiplied by 3. To this will be added a fixed recovery compensation due in the event of late payment going up to 40€.

6.3 Modification

Modification of the conditions of stay defined between the parties is possible subject to availability. A reduction or rescheduling of the rental period is only possible if cancellation-postponement insurance has been taken out.

Any addition of options or insurance more than 3 days before departure is exempt from modification fees. If done less than 3 days before the departure, this addition will give rise to modification fees. Any other change of mode (schedule, category, agency, identity of the driver, extension, etc.) requested by RENTER will give rise to €108 in fees collected for each request. If the modified services are less expensive than initially announced, at the end, the overpayment will be refunded. Any extension of stay can only be done after written agreement from the LESSOR and must be paid before return. Otherwise, the RENTER will be exposed to late payment penalties defined in article 7-2 and to legal proceedings for vehicle theft or breach of trust.

6.4 Cancellation

In accordance with articles L221-5 and L221-28 12° of the Consumer Code, the 14-day right of withdrawal, defined in Article L221-18 of the Consumer Code, cannot be exercised for rental contracts of vehicles that must be supplied on a specific date or period.

In the event of cancellation for any reason whatsoever, the following sums, as cancellation costs, will remain with the LESSOR under the following conditions:

- cancellation notified more than 30 days before the departure date: 30% of the rental amount is due. Any overpayments will be reimbursed by the LESSOR to the RENTER.

- cancellation notified less than 30 days before departure: the total estimated rental amount is due. The RENTER will not be able to claim any reimbursement.

- no-show at the AGENCY on the day of departure, non-compliance with the conditions of the payment for the RESERVATION or non-presentation of the supporting documents set out in article 2: the RESERVATION is lawfully canceled and the sums already paid by the RENTER will remain with the LESSOR.

Notification of cancellation must be sent to Us by registered letter with acknowledgment of receipt, the date on the post stamp being held as proof.

Canceling the rental of the VEHICLE results in the automatic cancellation of the the optional devices (bed supplies and kitchenware).

An insurance for cancellation/postponement can be subscribed at the moment of RESERVATION (see conditions in the [document « The Cancellation/postponement Warrantees »](#)).

6.5 Security deposit

The purpose of the security deposit is to cover the sums that You may still owe Us at the end of your rental (repair costs, excesses, cleaning costs, additional kilometers, additional fuel, late payment penalties, etc.). In the event of a dispute, the RENTER may, at his own expense, appoint an approved expert who will make his observations known to the central reservation, within one month from the return date.

The amount of the security deposit makes €2,500 (two thousand five hundred euros). It is paid at least 10 days before departure, by Bank transfer or payment by Visa card or Mastercard (exchange fees supported by the RENTER), or by bank imprint via SWIKLY. The used bank card must bear the name of the customer ordering the rental or the driver designated in the contract. The SWIKLY imprint is a pre-authorization, the amount of which is not debited from your account, it does not influence the limit of your card.

The return of the security deposit will take place at the end of the rental, upon receipt of payment of any additional costs, within a maximum period of 90 days from the handing over of the keys if the return inventory does not show deterioration or DAMAGE compared to the initial condition of the object (cf. [Multi-risk Coverage BASIC](#)). In the absence of payment, the security deposit will be collected exactly eight days after a written reminder. Collection via SWIKLY generates 8% collection costs payable by the RENTER.

The security deposit will be kept by the LESSOR in the event of THEFT of the VEHICLE or unpaid additional costs.

7. DURATION OF RENTAL

7.1 Notion and calculation

The VEHICLE is rented for a period fixed between the parties at the moment of the RESERVATION, set in the RESERVATION confirmation and entered in the Contract. During very high season (see [Pricing conditions](#)), the duration of the rental is calculated per week, from Saturday to Friday. Outside of this period, the minimum rental period is one night, pick-up taking place no earlier than at 10 a.m., and return taking place no later than 9 a.m. or 3 p.m., depending on the schedule validated during your RESERVATION.

If You do not show up at the AGENCY on the agreed day and time to collect the VEHICLE, indicated on the RESERVATION confirmation, the LESSOR reserves the right to cancel the RESERVATION without compensation for the RENTER. The sums paid by the RENTER during the RESERVATION will be kept by the LESSOR as compensation for the damage suffered. The delay in collecting or the early return of the VEHICLE cannot give rise to any reduction in the rental amount agreed upon departure.

7.2 End of rental

a) Restitution

The rental ends with the return of the VEHICLE as well as its accessories, keys and papers to the AGENCY, handed to one of our agents. You must return the VEHICLE to the AGENCY on the date and time indicated on your Contract. Otherwise, additional charges will be applied, as explained below, and You may be subject to civil or criminal legal proceedings.

The RENTER and the LESSOR will carry out an inventory of the VEHICLE upon return, which may give rise to the application of additional costs, in accordance with articles 3.2 b) and the Pricing Conditions.

The LESSOR cannot be held liable for any items that You may have forgotten in the VEHICLE.

Delay

The RENTER is informed that the return of the VEHICLE cannot take place outside the AGENCY's opening hours. Taking into account the duration of the VEHICLE verification operations before and after the return, the RENTER undertakes to respect the schedule indicated to him for the return.

Unless he proves that for reasons beyond his control (breakdown immobilizing the VEHICLE, case of force majeure) it was materially impossible to return the VEHICLE at the time indicated, a fixed compensation will be invoiced to the RENTER as follows:

- Starting from one hour of delay on the contractual return time: fixed compensation of €300 (three hundred euros).
- Starting from the day after the contractual return date: fixed compensation of €500 (five hundred euros) per day.

Abandonment

If the VEHICLE has been abandoned, that is to say it has been left outside an AGENCY, You remain fully responsible for any DAMAGE that the VEHICLE may suffer until its return to the AGENCY, any possible fines, as well as any costs incurred by the AGENCY for the recovery of the abandoned VEHICLE.

b) Automatic termination

The Contract may be terminated automatically in the event of:

- confiscation or sealing of the VEHICLE as soon as the LESSOR is informed about it by the judicial authorities;
- THEFT of the VEHICLE upon transmission to the LESSOR of the complaint made by the RENTER to the competent authorities;
- breakdown of the VEHICLE giving rise to its immobilization for more than 72 hours

8. INSURANCE

You are responsible for the VEHICLE in your care. Thus, in the event of DAMAGE(S), You must compensate the LESSOR for the damage actually suffered. If the damage suffered by the LESSOR should be reduced, the RENTER(S) will be reimbursed the amount of this reduction.

All of the following protections are only applied in EUROPE, for the duration of the Contract and subject to compliance with the provisions of these conditions.

The RENTER is insured by us, according to the " Multi-risk Coverage BASIC" insurance, systematically included in the price of your rental. It :

- meets all legal obligations relating to liability towards third parties. The amounts covered towards third parties are as follows: Bodily damage: unlimited - Material and immaterial damage: 100,000,000 euros per claim, except Environment/Pollution: 1,600,000 euros - Legal protection up to: 20,000 euros - Appeal and advance on appeal up to: 8,000 euros.
- Protects You and any other authorized driver against claims from third parties (including your passengers) in the event of death, injury or property damage arising from the use of the VEHICLE during the rental;
- covers the bodily injury that You (the driver at the time of the collision) may suffer (limit 150,000 euros);
- covers external damage to the VEHICLE: fire, theft of the VEHICLE (see art 8.1 DAMAGE), natural disasters (for example: hail, floods, etc.), all accidents to the VEHICLE (broken glass, bodywork, etc.);
- includes Hertz Trois Soleils assistance

It is specified that an excess of €2,500 (two thousand five hundred euros)* per event will be invoiced to the RENTER for any use of " Multi-risk Coverage BASIC" insurance.

*Optional additional insurance

You can take out optional additional guarantees, the conditions and prices of which can be consulted on the website www.trois-soleils.com to reduce the amount of the deductible and benefit from additional coverage.

The “Multi-risk Coverage BASIC” insurance does not cover:

- interior damage to the VEHICLE, caused voluntarily or involuntarily, whatever the origin;
- cash, bank notes, valuables and personal effects of the RENTER;
- damage “to the upper parts” (above the windshield), rims, tires, mirrors and accessories out of order, damaged or stolen;
- damage caused by the negligence of the RENTER (defined as behavior which does not meet the standards of that expected of a reasonably sane person in similar circumstances) or the negligence of your passengers (by way of non-limiting example, burns of cigarettes, THEFT of the VEHICLE with the keys in the ignition, etc.);
- repatriation assistance.

8.1 DAMAGE

Disaster

A disaster corresponds to a one-time, unique event that caused the damage(s). In the event of a disaster, the RENTER undertakes to immediately make a detailed written declaration to the LESSOR detailing the facts, third parties (if identified), dates, times, places, witnesses to the disaster; and to transmit to the LESSOR within 48 hours, the amicable accident report duly filled and signed by both parties when the third party is identified, possibly accompanied by a police or gendarmerie report. Failure to comply with this procedure or this deadline will result in the forfeiture of the guarantee offered by the insurance and the financial responsibility of the RENTER.

Any disaster not declared or based on a “false declaration” will remain the responsibility of the RENTER, both for DAMAGE suffered by the VEHICLE and for that caused to third parties.

In the event of an incident preventing the circulation of the VEHICLE in accordance with the safety rules of traffic laws, the RENTER undertakes to contact assistance and to carry out the necessary repairs immediately without prejudice to compliance with the above provisions.

THEFT and hijacking of the VEHICLE

As soon as he becomes aware of it, the RENTER undertakes to report the THEFT or attempted THEFT of the VEHICLE and/or its equipment to the police/gendarmerie authorities and to the LESSOR and to transmit to the LESSOR, within 48 hours, the original keys as well as the THEFT declaration receipt issued by the competent authorities.

Under these conditions, the THEFT or attempted THEFT excess is set at €2,500 (two thousand five hundred euros). Failing this, the RENTER will be held responsible and will be invoiced for the entire value of the VEHICLE, increased by immobilization costs as determined by an expert and administrative fees. The theft or loss of the RENTER's personal effects are in no way covered by the LESSOR.

8.2 LAPSE OF COVERAGE

You cannot benefit from damage guarantees covered by insurance in case of non-compliance with the obligations expressly stipulated in the General Rental Conditions and more particularly when:

- You are driving under the influence of alcohol, hallucinogenic drugs, narcotics, barbiturates, other illegal drugs or any other substance;
- You are driving without a valid driving license;
- You entrust the VEHICLE to drivers not designated in the Contract;
- You do not respect your reporting obligations towards the LESSOR in terms of DAMAGE);
- You do not return the original keys of the VEHICLE;
- You do not respect the Technically Permissible Maximum Loading Mass of the VEHICLE.

You will therefore be financially responsible for all damages under the conditions of common liability law.

9. PROTECTION OF PERSONAL DATA

We collect certain information and data about You for the purposes of fulfillment of the Contract. They may be transmitted to our AGENCIES and partners, responsible for processing and executing the Contract. This information and data are also kept for security purposes, in order to comply with legal and regulatory obligations, particularly in the event of an INFRINGEMENT.

You are informed of this digitalized processing of information.

In accordance with Regulation No. 2016/679 known as “GDPR” and Law No. 78-17 of January 6, 1978 as amended, YOU have at any time a right of objection, access, modification, rectification, portability and deletion of personal data concerning YOU.

You can exercise your rights:

- by email: dpo@trois-soleils.com.
- by mail to: HERTZ TROIS SOLEILS - DPO – 110 Impasse de la Cité - ZA la Croix des Marais 26600 La Roche de Glun.

If You consider, after contacting the LESSOR, that your “Computer and Liberties” rights are not respected, You can send a complaint to the CNIL. Full details of the processing of personal data and the rights of data subjects are available in [the data privacy policy](#).

The RENTER also has the right to register on the list of opposition to BLOCTEL telephone canvassing via the following URL www.bloctel.gouv.fr in application of article L.223-2 of the Consumer Code.

If necessary, the LESSOR may request a copy of the identity document to verify that the author of the request is indeed the person concerned by the processing, particularly in the event of a request for transmission of sensitive data.

10. APPLICABLE LAW – CONSUMER OMBUDSMAN

These general conditions, their execution and interpretation are subject to French law.

The present general conditions for rental, their execution and interpretation shall be submitted to French jurisdiction.

In the event of dispute relative to consumer law and if, after a year following your written claim to our services has not resulted in an amicable agreement, YOU have the right to request the intervention for mediation by contacting the MOBILIANS Mediator:

- by email: mediateur@mediateur-mobilians.fr
- electronically: <https://www.mediateur-mobilians.fr>
- or by letter: Mr. Mediator of Mobilians, 43 bis route de Vaugirard - CS 80016 - 92197 Meudon CEDEX

Mediation is free of charge for YOU, excluding lawyer's or expert's fees, or those of any other professional person you may choose to assist you in the mediation.

The European Commission has, moreover, set up a platform to resolve disputes of consumer claims following online reservations in order to transfer them to the appropriate national ombudsmen. To access the platform:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>

11. CHOICE OF FORUM CLAUSE

In the case of failure of the ombudsman procedure, disputes are submitted to the exclusive

12. . DATE OF COMING INTO EFFECT

These general conditions come into force on 04th March 2025 and are applicable to any RESERVATION request made from this date.

I declare that I have read the general rental conditions above. I accept them without reservation.

*Signature of the RENTER
Preceded by the words “Read and approved”*