

TERMS AND CONDITIONS OF RENTAL

Hertz France S.A.S., operating as **Firefly Car Rental** (referred to as "Firefly", "we", "us" or "our"), rents the vehicle (including any replacement vehicle) to you subject to this Rental Agreement, which incorporates these terms and conditions and the information and conditions contained in the Rental Agreement that you have signed. In making this rental you accept the terms of the Rental Agreement and confirm that you will strictly comply with them.

1. NATURE OF THIS AGREEMENT

The rights and obligations contained in this Rental Agreement govern your use of our vehicle and are not transferable by you. You acknowledge that the vehicle is owned by us and that any attempted transfer or sub-rent of the vehicle by anyone other than us is void. We permit you to use the vehicle on the terms and conditions of this Rental Agreement only.

2. WHO MAY DRIVE THE VEHICLE

2.1 The vehicle must only be driven by you or any other person who has first been authorised by us and added to the Rental Agreement (other than for a legitimate reason). You agree that you will not allow anyone to drive the vehicle, including yourself:

2.1.1 who does not fulfil our minimum requirements regarding age and possession of a valid driving licence as indicated for the relevant rate or otherwise notified by us; or

2.1.2 who is over-tired or under the influence of alcohol, drugs, medication or any other legal or illegal substance impairing their consciousness or ability to react.

3. PICK-UP, DELIVERY AND RETURN

3.1 We will supply the vehicle to you at the Firefly office in good overall and operating condition, complete with all necessary documents, parts and accessories.

3.2 You agree to return the vehicle to us in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in this Rental Agreement.

3.3 It is important that you check the condition of the vehicle at the beginning of the rental and on return. A Firefly representative will provide a record showing any agreed defects. You acknowledge that you will be responsible for any loss of or damage to the vehicle, its documents, parts or accessories arising during the rental.

You must return the vehicle, within the normal business hours of the rental location. If you return the vehicle outside of these hours, you must comply with the out of hours return instructions for that location, in which case you will remain fully responsible for the vehicle until the location re-opens for business.

The vehicle can not be returned in a country other than those authorized in the article 5.5 nor in a Hertz location not carrying the Firefly brand.

3.4 If at any time we have agreed that you may return the vehicle to a place other than an Firefly rental location, or if we have agreed to collect it, you will remain fully responsible for the vehicle until it is collected by us.

3.5 **Our rental charges are calculated on the basis of 24-hour periods from commencement of the rental. If you fail to return the vehicle to the agreed return or collection point at or before the vehicle return time stated on the Rental Agreement, you will be charged an extra day's rental at the relevant daily rate, including charges for any options taken, for every day or part of a day that the car is overdue.**

3.6 Whatever the length of the rental you agree that we are entitled to charge you a reasonable additional cost if the vehicle requires more than our standard cleaning on its return to restore it to its pre-rental condition allowing for fair wear and tear.

3.8 If your rental is for longer than 30 days we reserve the right to terminate the Rental Agreement at any time on 30 days' notice either orally or in writing.

4. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE

4.1 **Subject only to any deductions arising from any of the coverage specified at paragraph 4.2 below, you will be liable to us for all reasonable losses and costs incurred by us in the event of loss, damage to or theft of the vehicle, its parts or accessories while on rental. Your liability may include the cost of repairs, loss in value of the vehicle, loss of rental income, towing and storage costs and an administration charge, which recovers our costs for handling any claim arising from damage caused to the vehicle unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party. You will not be liable to us for any charge or excess if the loss or damage is directly due to our negligence or breach of this Rental Agreement.**

4.2 Provided you comply with all the terms of this Rental Agreement and provided the loss, damage or theft is not caused intentionally, or by the gross negligence of you or an authorised driver, or by any unauthorised driver, the following coverage shall apply:

Collision Damage Waiver (CDW) and Theft/Vandalism Protection (TP) - included in the rental charge (optional for reservations from the US) :

the amount that you may be liable for in the event of loss, damage to or theft of the vehicle, its parts or accessories (with the exclusion of vehicle keys) shall be limited to the excess amount stated on the Rental Agreement. If you accept the optional **Super Cover (SC)** by paying the daily charge specified, your liability for loss of or damage to the vehicle, its parts or accessories, including loss or damage as a result of theft, attempted theft or vandalism, is eliminated.

This optional coverage is further summarised in our document "Optional Insurance and Coverage", which is available at the rental counter.

Personal Insurance (PI) : Optional insurance providing coverage of personal injury to the driver and the passengers and loss of their personal possessions contained in the vehicle.

5. PROHIBITED USE OF THE VEHICLE

5.1 If you do not comply with these conditions, you will be liable to us for any liability or reasonable loss incurred by us or any damages or reasonable expenses we suffer or incur as a result of your breach. You may additionally lose the benefit of any coverage included or selected by you. We reserve the right to take back the vehicle at any time, and at your expense, with police assistance where appropriate, if you are in breach of this Rental Agreement.

You must look after the vehicle, make sure it is locked, secure and parked in a safe place when not in use and set and use any security device provided. You must remove and keep in a safe place any removable radio and/or radio faceplate when the vehicle is unoccupied. You must use seat belts, child seats and other child restraints as appropriate.

You must use the correct fuel and check the oil and other fluid gauges beyond 1000 kms, refilling as necessary. If you experience any problem due to accident or mechanical failure, you must contact us on the number indicated on the vehicle windshield. No one may service or repair the vehicle without our prior express permission.

5.4 You must not use the vehicle or allow it to be used:

5.4.1 to carry passengers for remuneration;

5.4.2 to carry cargo for remuneration;

5.4.3 to tow or push any vehicle, trailer or other object (without our express permission);

5.4.4 off road or on roads unsuitable for the vehicle;

5.4.5 when it is overloaded or when loads are not properly secured;

5.4.6 for carrying any object or any substance which, because of its condition or smell, may harm the vehicle and/or delay our ability to rent the vehicle again;

5.4.7 to take part in any race, rally, test or other contest;

5.4.8 in contravention of any traffic or other regulations;

5.4.9 for any illegal purpose;

5.4.10 for sub-renting;

5.4.11 to drive or be driven in restricted areas including, but not limited to, airport runways, airport service roads and associated areas;

5.4.12 for driver training activity; or

5.4.13 in contravention of any of the driver requirements contained in paragraph 2 above.

5.5 **You will only be authorised to use the vehicle in France and in countries where Firefly is present: Germany, Spain (not including the Spanish Enclaves of Ceuta and Melilla), Italy, Portugal**

6. PAYMENT OF CHARGES

If you don't pay your charges in the time indicated on your invoice, we may charge you interest on the

outstanding charge at 3% above the applicable central bank policy rate. In addition, a mandatory lump sum penalty for debt collection of 40€ will be applicable to business rentals in case of late payment.

7. CHARGES

7.1 The charges stated on the Rental Agreement reflect your use of the vehicle as agreed between us at the start of your rental and include the basic rental charges, charges for any optional or ancillary services chosen by you, and any applicable taxes at the prevailing rate.

7.2 The basic rental charge is made for a minimum of one rental day (the 24-hour period starting from the time the rental begins) and includes a charge for compulsory third party insurance, Collision Damage Waiver (CDW), Theft Protection (TP) (except for reservations from the US) and, if applicable, a Vehicle Licence Fee (which passes on your share of any compulsory charges we incur for keeping the vehicle on the road). A Location Service Charge may be made to reflect the higher cost of renting from certain locations. A Young Driver Surcharge may apply if you or any additional driver is under 25 years old.

7.3 Additional charges may arise from your use of the vehicle during the rental, and may include loss of or damage to the vehicle, a refuelling service charge if the vehicle is not returned with a full tank, late return charge, additional driver charge, extra cleaning charge and any road tolls or fines or charges arising from traffic or parking offences during the rental (including an administration charge in accordance with paragraph 13.2).

7.4 All charges are calculated in accordance with our current rates and subject to final calculation after the rental.

8. CURRENCY CONVERSION CHARGE

We may give you the option to pay your rental charges in your home currency. If you choose this service, called Choose Your Currency (CYC), our processing bank will convert your rental charges from the currency of the country of rental to your home currency (i.e. the billing currency of your credit card) using a wholesale rate of exchange provided by a reputable foreign exchange dealer for the day the charges are billed to your account. Our bank will apply a competitive currency conversion fee for making the conversion. For further information, please ask at the counter for a leaflet.

9. FUEL

Firefly rates do not include fuel. All vehicles are rented with a full tank of fuel and must be returned with a full tank or a **refueling service charge** will apply in addition to the cost of fuel. If you refill the tank, you should do it within 15 km of where you return the vehicle and keep the receipt we may ask you.

Fuel Purchase Option (FPO) : You can purchase a full tank of fuel at the start of the rental and return the vehicle without refilling the tank (No refund for fuel left in the tank).

10. RESPONSIBILITY FOR PROPERTY

We are not liable to you or any authorised driver or passenger for loss of or damage to property left in the vehicle either during or after the period of rental unless the loss or damage results from our negligence or breach of this Rental Agreement. Such property is entirely at your own risk.

11. THIRD PARTY LIABILITY INSURANCE

11.1 We have a legal requirement to provide third party insurance coverage. This coverage is included in the rental charge.

11.2 Our automobile liability insurance policy meets all legal requirements and protects us, you and any authorised driver against legal claims from any other person for death or personal injury or damage to any other person's property caused by use of the vehicle.

11.3 In the event that any third party suffers death, personal injury or damage to property caused by use of the vehicle which involves a breach by you or any authorised driver of any of the terms and conditions of this Rental Agreement, you agree to reimburse us if we are obliged to compensate (i) the insurers for any payment they make to a third party on your behalf and/or (ii) any third party.

12. ACCIDENTS, THEFT AND VANDALISM

12.1 You must, where possible, report any traffic accident, loss, damage or theft involving the vehicle to the police immediately and to us within 24 hours of the incident or discovery of the incident.

12.2 You must not admit any liability, release any party from liability, settle any claim or accept any disclaimer in the event of an accident, but should take the names and addresses of everyone involved, including witnesses.

12.3 A European Accident Statement or complaint form must always be completed and submitted to us when you return the vehicle. In the event of theft, you must return the keys and any remote control anti-theft device to us. If you do not comply with the requirements of this paragraph 11, any coverage provided to eliminate your liability will be void.

12.4 You agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings arising out of any loss of or damage to the vehicle.

13. LIMITS ON LIABILITY

13.1 **Subject to paragraph 12.2, we shall not be liable to you or any third party for any loss or damage arising from the rental other than as a result of our negligence or wilful misconduct or any other breach by us of this Rental Agreement. We shall not be liable for any indirect or unforeseeable loss or damages, including loss of profits or loss of opportunity.**

13.2 **Nothing in paragraph 12.1 shall exclude or restrict our liability for death or personal injury resulting from our acts or omissions or any other liability which cannot be excluded as a matter of law.**

14. ROAD TOLLS, PARKING FINES AND TRAFFIC VIOLATIONS

14.1 You are fully responsible for all road tolls and any fines or other consequences of the violation of traffic regulations (including congestion charges), parking orders or prohibitions, or any other laws or regulations during the rental.

14.2 If we are required to pay and/or process such road tolls, fines, charges or associated costs, you agree that we may charge you with the amount we are required to pay plus an administration charge for dealing with these matters, the amount of which is stated on the notice posted in the rental location.

15. PERSONAL DATA

By entering this Rental Agreement you consent to the computer storage and processing of your personal information by us in connection with this Rental Agreement for the purposes of our legitimate interests, including statistical analysis, credit control and protection of our assets. Accordingly, if you breach this Rental Agreement your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures or prevent damage to our assets.

You have the right of access to, correction and/or deletion of your personal information held by us. For further information, please see our Privacy Policy, which is available on request at the counter or on our website.

16. INTERPRETATION

If any provision of this Rental Agreement is held to be invalid, illegal or unenforceable (in whole or in part) under applicable law, such provision or part shall to that extent be deemed not to form part of this Rental Agreement but the remainder of this Rental Agreement shall continue in full force and effect.

17. PLEDGE

Most of the vehicles used by us are owned by a Hertz Company, RAC Finance SAS, and are pledged by RAC Finance SAS in favour of various financial entities and their successors and assignees in accordance with articles 2333 et seq. of the French Civil Code. We have been appointed as third party holder of the pledge in accordance with article 2337 of the French Civil Code. As a result, you will return the vehicle to us as third party holder or, if we instruct you otherwise, to any other entity which is appointed to replace us.

18. APPLICABLE LAW

We aim to resolve all disputes amicably. If this is not possible, the law of France will apply and you agree to submit to the exclusive jurisdiction of the French courts. However, for commercial renters, the commercial court of Versailles will have exclusive jurisdiction.