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## Particular Terms of Rent

1. Below is the rate applicable to your booking. Other rates, subject to different terms and conditions, are available both at our offices and by telephone or fax.
2. The minimum age of the driver must be 21 years old and must have held a driver's licence for more than 1 year (See point 10 of the general conditions of hire).
3. Clients who are younger than 25 on the day that the vehicle is hired or who have had a driving license for less than 4 years must pay an additional fee that is calculated in the following way:
  - i. For the categories of vehicles: N / T / V / VV / LL, the extra fee will be 25 euros a day with a minimum flat-rate of 75 euros, but no maximum amount;
  - ii. For the other categories of vehicles, the extra fee will be 12.95 euros a day, there is no minimum flat-rate but the maximum amount is 181.30 euros.

4. The methods of payment accepted for your rental are:

1. Debit card, Credit card VISA or MasterCard
2. When picking up the vehicle, the presentation of a credit or debit card will be required in order to provide a deposit for the fuel tank (see General Condition 7) and, where necessary, for the vehicle excess (see Particular Condition 6.3.).

Payment at the counter with contactless technology, virtual cards, Diners Club, American Express, Postepay, Prepaid Cards, will not be accepted.

5. The applicable vehicle return system for this reservation is either the SDR (Fast return System) or SDC (Classic Return System), according to the option chosen by the Client, pursuant to the provisions established in article 7 of the General Rental Conditions.

6. The applicable rate includes:

1. V.A.T. and local taxes.
2. Unlimited mileage in Nice

### REST OF FRANCE DESTINATIONS

The limitation of kilometers per day will be:

From 1 to 6 days 250 km per day

From 7 to 14 days 200 km per day

From 15 to 28 days 100 km per day

The limited mileage fee will be:

Small car groups: X, XG, AA, A3, 4A, BB, CC, CG, R, R2 & S: 0,15€ per kilometer

Medium car groups: D, DD, DE, DG, E, F, FF, L, LL, N, T, TA, V & VV: 0,18€ per kilometer

Large car groups: I, J, JJ, K, G, M, P, O, PP & Q: 0,23€ per kilometer

3. The compulsory vehicle insurance covers the payment of a deposit, the damages caused by the vehicle and any injuries suffered by the occupants of the vehicle. The amount of the deposit shall be temporarily held on the credit card or temporarily debited from the debit card and this varies according to the category of vehicle rented, which is:

1.100 €			1.400 €			2.000 €		
Category	Indicative model		Category	Indicative model		Category	Indicative model	
X	Smart Fortwo	(or similar)	D	Seat León	(or similar)	G	Opel Insignia	(or similar)
XG	Fiat Panda 4x4	"	DD	Citroën C4 Picasso Aut.	"	I	Ford Galaxy	"
AA	Opel Adam	"	DG	Volkswagen Golf	"	J	Volkswagen Touran	"
BB	Fiat 500	"	E	Ford Focus Aut.	"	K	Volkswagen Transporte	"
CC	Ford Fiesta	"	F	Seat León SW	"	O	Range Rover Evoque	"
CG	Opel Corsa	"	L	Ford C-Max	"	P	Audi A4	"
S	Citroën Berlingo	"	LL	Mercedes Classe B	"	PP	Mercedes Classe C Aut.	"
M	Peugeot 108	"	N	Audi A1 Sportback	"	JJ	Citroen C4 Gran Picasso	"
			R	Opel Mokka	"			
			T	Volkswagen Golf	"			
			V	BMW Serie 1	"			
			VV	Mercedes Classe A Aut	"			

In the event that the customer takes out the complementary «Super Relax» cover, the amount of the previous excess will not be blocked or provisionally charged on the payment card.

The extra « Super Relax » coverage can be taken out when the online reservation is made or when the car is collected, as the Client wishes.

The maximum extra amount that the Client will be charged for an accident if the vehicle is used properly is the maximum excess amount for each category of vehicle shown in the table above:

Clients who take out the additional coverage are not required to put down a deposit for the excess and if there is an incident they cannot be held liable unless it is assumed that the use of the vehicle had not been authorised as established in article 9 of the General Rental Conditions. Clients who do not want to take out this additional coverage must pay a deposit of an amount that is equal to the value of the excess as established in this article.

In case the customer takes out the Supplementary Cover "Relax", the amount of the previous Excess is reduced to "zero" Euros (0€) for the case of damage to the vehicle bodywork. In addition, the purchase of the "Relax" coverage may be made, when the customer chooses, either at the time of online reservation or at the time of vehicle collection.

In addition to the above, taking out the "Relax" supplementary coverage results in a reduction of the guarantee deposit - which the customer must pay - to 300 euros.

Similarly, by taking out the "Relax" Cover, the costs associated with the of loss of income due to immobilization the vehicle - point 6.2 of the General Terms and Conditions - in the event of an accident will not be applied.

In all other cases, the conditions of the Basic Cover remain unchanged.

4. Premium Location: considering Premium location office within airport installations, all services hired and paid through our website are subject to a fee calculated from actual rental rate and included on final price. Regarding products and/or services not hired or paid through our website, please review provisions established on "8. The applicable rate does not include"

7. The customer will not be authorized to use the vehicle outside the French national territory, except in the cases exclusively listed below:

If the customer wishes to use his rented vehicle in one of the following regions: Aragon, Asturias, Cantabria, Catalonia, Navarra, Basque Country, Andorra, Monaco or Corsica, he must take out additional insurance amounting to € 9 per day. In any case, the minimum amount of this coverage will be € 25 and will not exceed € 90.

If the customer wishes to use the vehicle in Switzerland or Italy, he must take out additional insurance:

- At a rate of € 40 per vehicle for a stay of 1 to 3 days
- At € 60 per vehicle for a stay of 4 to 7 days
- For stays of 8 days or more, the insurance rate will be € 80 per vehicle.

If the departure is to be made from **Mulhouse**: if you wish to travel to Germany, Austria, Switzerland or Italy, it will be necessary to take out additional travel coverage, at a cost of € 9 per day, the minimum amount being € 25 and the maximum € 90.

Cross-border journeys not indicated above are not allowed.

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8. The applicable rate does not include:

1. The cost of adding an Additional driver is 10.95€ per day per driver, up to a maximum of 109.5€ per hire per driver. A maximum of 3 additional drivers may be added per contract.
2. **Baby seat:** A surcharge of 8.95 euros a day, whereby the maximum amount that can be charged is 99 euros for each baby seat.
3. It should be duly taken into account that some intermediaries offer insurance products covering the amounts borne by the Customer, which are independent of the additional coverages provided by Goldcar.
4. The amount associated with the Vehicle Return System linked to this rate. (To determine this cost, see Sections 7. of the General Terms and Conditions for Car Rental. For the approximate cost, go to: [www.goldcar.es/en/SDR](http://www.goldcar.es/en/SDR).

8.4 In case the customer purchases the Supplementary Cover "Relax", the franchise is 0€ for all damages caused to the vehicle bodywork. In addition, there will be a reduction of the guarantee deposit - to be deposited by the customer - to 300 EUR. And under this complementary "Relax" coverage, the costs associated with the of loss of income due to immobilization the vehicle - contained in clause 6.2 of the General Terms and Conditions - will be cancelled in the event of an accident.

5. **The ExtraDiesel surcharge** could be applied if the customer voluntarily requests a vehicle running on diesel fuel, for 9.95 euros per rental day. If there are only diesel cars in the Group chosen by the customer, at the pick-up time, this charge will not apply.
6. There is an additional local charge of € 40.00 for all vehicles collected outside office opening hours. Goldcar may request the flight number prior to the hire.
8. **Premium Location:** considering Premium location office within airport installations, all products and services are subject to an extra 12% fee no maximum amount per contract) on all charges originated from rental agreement particularities or hired and paid at the desk

The preferential or express collection service. Goldcar makes available to all customers the possibility of speeding up the process of formalizing the contract and collecting the vehicle, by contracting the " Preferential collection service ", which gives the customer the possibility of using the "preferential pick-up" counter being served with priority over the rest of the clients This service is subject to an extra charge.

And of the "Express collection service" that allows the formalization of the contract and collection of the vehicle directly in the parking area of the airport, without going through the open office in the terminal, by paying an extra charge.

7. **Any environmental tax payable shall depend on the vehicle band as follows:**

- X, AA, 4A, BB, CC, CG, C1, M & N: €0.5 per day
- D, DD, T, R, E, RK, S, F, FF, L, J, JJ & I: €1.5 per day
- G: €2 per day
- V & VV: €4 per day
- K, P & PP: €5 per day

8. Premium Location: considering Premium location office within airport installations, all products and services are subject to an extra 4% fee (up to 39€ per contract, maximum, taxes not included) on all charges originated from rental agreement particularities or hired and paid at the desk

9. If Customers wish to use the rented vehicle in another country, they must purchase additional insurance. Vehicles picked up on an island cannot be taken to mainland territory, unless with Goldcar's express authorization.

Likewise, vehicles rented on mainland territory cannot be taken to an island, unless with Goldcar's express authorization. No cross-border movements are permitted to countries not specified in the table below:

A	B	BG	CY <sup>(1)</sup>	CZ	D	DK	E	EST	F	FIN
GB	GR	H	HR	I	IRL	IS	L	LT	LV	M
N	NL	P	PL	RO	S	SK	SLO	CH	AL	AND
AZ <sup>(2)</sup>	BIH	BY	IL	IR	MA	MD	MK	MNE	RUS	SRB <sup>(3)</sup>
TH	TR	UA								

1. Cancellation is free of charge up to 48 hours before the pick-up time. For cancellations made later than this, a cancellation fee of 50 euros will be charged, unless you have contracted a non-refundable rate. The total prepaid amount shall be refunded to the same credit or debit card as the one used for the initial payment. Refunds shall not be given for prepaid amounts if the reservation is canceled less than one hour before the scheduled pick up time of the rental car or after it. Moreover, Goldcar shall not give refunds for prepaid amounts if the client does not go to the hire office to pick up the vehicle.
- 2.
- 3.

#### 10. Important Information:

1. **The reservation voucher must be presented when collecting the car.**
2. The following documents are also necessary: Passport or ID Card, driving licence and a valid credit/debit card. Please note that our staff may request the debit/credit card used during online reservation process if different than the one used to pay at our counters.
3. To hire a GPS device, you must pay a security deposit of **90€ that will be blocked on your credit card.**
4. If a MiFi device is hired (mobile internet access), the Client must pay a deposit of 80 euros that will be held on their credit card or temporarily deducted from it.
5. The return of the vehicle more than 59 minutes over the stated end time of the rental contract will generate a charge of € 40.00 per day plus an extra amount corresponding to the additional rental days (with a minimum of € 40.00 and one day rental charge).
6. On a reciprocal basis, GOLDCAR will compensate the customer for the same amount for late delivery should more than 59 minutes elapse after signing the rental agreement.
7. The reservation does not refer to a specific vehicle (make, model, colour, accessories, etc.) but rather a group of vehicles with similar technical and design characteristics.
8. If the vehicle receives a fine during the rental period, you will be responsible for full payment of the fine as well as a € 40 traffic fine management fee.
9. If the flight is diverted to another airport and the client picks up the vehicle from a different office than the one originally booked, an extra fee of € 65.00 will be charged.
10. If the client returns the vehicle without the relevant papers, after checking the vehicle, an extra fee of 105€ will be charged.
11. Goldcar reserves the right to cancel the delivery of the vehicle in case of doubts about the financial capacity of the client, outstanding debts or any serious incidents with Goldcar.
12. If you don't take out any additional cover at office and the vehicle is involved in an accident during the rental period, you will have to pay an Accidents Administration Fee of € 50.00.

#### 11. These conditions prevail over the general conditions.

These Particular Conditions will be applicable (i) to the person who signs the Rental Agreement, (ii) to whoever provides the corresponding bank card as a guarantee of payment of the rental of the Vehicle, whether or not they are the holder of the Rental Agreement and (iii) any authorized driver.

The holder of the bank card provided as a guarantee will assume all the costs associated with the Rental Agreement (regardless of whether he does not appear as the holder of the rental or as an authorized driver).

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In the event that the reservation had been made, prepaid and/or paid for by a third party, other than the lessee (understood as the person signing the Rental Agreement), and said third party later rejected the charge made by Goldcar, Goldcar may demand directly from the lessee (and jointly and severally from the authorized drivers that appear in the Rental Agreement), the payment of said amount.

All persons identified in the rental contract will be jointly and severally liable for the payment of any amount due under the contract.

## General Rental Conditions

### 1 PURPOSE OF THE AGREEMENT

Goldcar provides Clients with a vehicle from the category requested and pursuant to the conditions established herein (referred to hereinafter as the « **Agreement** »).

### 2 DURATION OF THE AGREEMENT

#### 2.1 Initial duration

The date and the time that the vehicle is picked up and dropped off are stated in the Agreement.

The number of days that the vehicle is rented is calculated in 24 hour periods as from the exact time when the vehicle is picked up and until the vehicle and all the related accessories (keys, documents...) are returned.

The courtesy period for returning the vehicle is 59 minutes, if this period is exceeded the Client shall be charged for the extra time pursuant to the terms established in article 9vi of the Specific Rental Conditions.

In any case the rental period can never be longer than 28 days.

#### 2.2. Extensions

Clients must return the vehicle on the date and at the time established in the Agreement.

If the Client wants to prolong the rental period, they must go to the nearest Goldcar hire office and sign an extension of the agreement. Requests to prolong the established rental period in the agreement cannot be made over the telephone or by any other means of communication, unless it is otherwise stated in the Agreement.

The rental period cannot be prolonged without the prior written consent of Goldcar.

The amount put down as a deposit cannot be used in return for extending the term of the Agreement. Accordingly, if the term of the Agreement is extended, the Client must pay the additional fee due for this immediately.

If the term of the Agreement cannot be extended because there are no vehicles available or for any other reason that Goldcar cannot be held accountable for, the Client must return the vehicle on the date, at the time and in the hire office initially agreed upon.

#### 2.3 Early termination of the Agreement

If the Client wants to terminate the Agreement ahead of time, they still have to pay the total amount due for the initial rental period and they cannot ask for a refund for the days during which the vehicle has not been used.

If Goldcar decides to terminate the Agreement ahead of time, it must pay the Client double the rental price for each day during which the vehicle will not be used as compensation.

### 3. RIGHT OF WITHDRAWAL

Pursuant to the law No. 2014-344 dated the 17<sup>th</sup> of March, 2014 on Consumer Protection; the right of withdrawal does not apply to the short-term hire of vehicles.

### 4 PAYMENT AND METHODS OF PAYMENT

#### 4.1 Common provisions

Clients agree to pay Goldcar:

a) The cost of hiring the vehicle, the insurance and the taxes associated with the Applicable Rate when the reservation is made. Charging the rate initially agreed upon shall be subject to the vehicle being returned properly in the right place, on the

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date and at the time agreed upon in the Agreement. The rates might vary according to the season and the hire offices. Clients must, therefore, check the rate that will be charged before renting the vehicle;

b) The amount associated with the Vehicle Replacement System (see article 5 of the General Rental Conditions); and

c) All the other expenses owed by Clients pursuant to the following provisions.

#### 4.2 Payment for the inappropriate use of the vehicle.

At the end of the rental period, Clients agree to pay Goldcar the following amounts:

a) If the vehicle is dirty when it is returned and it needs to be cleaned much more thoroughly than normal so that it can be rented once again, the additional fee of up to 180 euros for a special cleaning service shall be charged.

b) Up to 105 euros for the expenses incurred in the loss of documents and/or the keys of the vehicle, if they have to be replaced in a different office to where the vehicle actually has to be returned, the cost of sending the set of keys to the corresponding office, as well as the costs incurred in any other situation where the vehicle is immobilized for reasons that only the Client can be held responsible for.

c) The expenses incurred in the vehicle breaking down on the account of the Client.

d) The expenses incurred in the loss, theft, deterioration or the damage to all the elements of the vehicle, or the vehicle itself, as well as the expenses incurred by using an unsuitable fuel in the vehicle.

e) Cost of tolls, fines, penalties and legal fees charged to Goldcar on the account of the Client, or any other authorised user who does respect the highway code or the applicable rules.

f) Notwithstanding the aforementioned, Goldcar is entitled to charge the Client an additional set fee of 40 euros by way of the costs incurred in processing the paperwork and formalities with the public authorities regarding the aforesaid offences. As such, Clients are informed that their personal data might be passed on to the authorities on request, without getting their prior consent.

g) If a Client has an accident, unless they can prove that it was directly caused by a hidden defect in the vehicle, they must bear the cost of paying for all the repairs required if:

-The vehicle is not used in accordance with the General Rental Conditions;

-The accident report has not been filled in properly and not sent to Goldcar within the stated time period; or

-The accident is due to the Client misjudging the height of the vehicle, unless it is in a case of force majeure.

h) Costs incurred in « *formalities and paperwork in the event of an accident* », for a maximum sum of 150 euros.

i) If the vehicle is confiscated by the authorities after it has been used in criminal or illegal activities, the Client agrees that if they are convicted for an offense that the vehicle was involved in, they shall pay Goldcar the price of the vehicle new as compensation.

All the expenses provided for in this article, in the points a) to i), shall be charged directly to the bank account linked to the Client's credit or debit card by Goldcar, which they used to pay for the vehicle rental and/or the deposit.

Commentaires/Remarks:	PRIX POUR LA FRANCE/ AMOUNTS FRANCE										
DÉGÂTS / DAMAGES	Prix par catégories / COST BY CAR CATEGORY (prix, main-d'œuvre incluse / labour costs included)										
GROUPE/GROUP	AA	BB CC CG	D L FF G N	E F GG	DD DG	J J IT TK V VY	K	LL P PP Q	R	S	X XG
Antenne/Antenna	36	36	48	48	60	60	72	36	48	36	
Plage arrière/Luggage cover	120	120	360	480	480	600	360	120	480	120	
Kit de secours/Emergency kit	36	36	36	36	36	36	36	36	36	36	
Balais des essuie-glaces/W. Wiper	60	60	72	72	84	96	96	60	60	48	
Radiateur/Radiator	600	600	720	720	720	720	720	600	720	360	
Moteur/Engine	6000	7200	10800	10800	10800	10800	14400	7200	10800	9000	
Crevaision/Puncture	60	60	60	60	60	60	60	60	60	60	
Pneu/Tyre	180	180	180	180	240	360	360	180	240	180	
Jante/Wheel Rim	360	360	420	420	420	420	600	360	420	300	
Roue de secours / Spare tyre	270	270	300	600	660	780	960	270	660	240	
Dommages sur jante/wheel rim damage	120	120	150	150	150	150	180	120	150	96	
Pare-brise/Windshield	480	480	480	480	600	600	480	480	600	420	
Vitre latérale fixe/Fixed Window	180	180	240	240	240	300	240	180	240	180	
Vitre latérale mobile/Movable Window	240	240	240	240	240	300	240	240	240	180	
Dommages châssis/Undercarriage	960	960	960	960	960	960	960	960	960	960	
Serrure/Lock	300	300	300	300	300	300	360	300	300	240	
Clé/Key	276	276	324	324	324	324	336	276	324	336	
Enjoliveurs/Hupcap	36	60	60	60	60	60	96	60	60	60	
Embrayage/Clutch	720	1152	1440	1440	1440	1728	1728	1152	1440	936	
Carter/Oil Sump	600	600	720	720	720	720	840	600	720	420	
Protection du carter/Sump Guard	264	264	300	300	300	300	300	264	300	180	
Rétroviseur Extérieur Complet/External Rearview Mirror	240	240	264	264	264	264	600	240	264	180	
Boîtier rétroviseur/mirror casing	60	60	72	72	72	72	150	60	72	60	
Rétroviseur intérieur/Internal Rearview Mirror	120	120	120	120	120	120	180	120	120	120	
Sièges avant/Front Seats	2400	3000	1800	1800	1800	2400	2400	3000	1800	1920	
Sièges arrière/Back Seats	1440	2580	3000	3000	3000	3000	3000	2580	3000	1440	
Pare-chocs avant/Front Bumper	234	260	286	286	325	325	325	260	325	182	
Capot/Bonnet	286	325	325	325	364	390	390	325	364	182	
Aile avant/Front Wing	195	195	260	260	286	325	325	195	286	182	
Porte avant/Front Door	234	260	325	325	325	325	325	260	325	195	
Porte arrière/Rear Door	234	260	325	325	325	325	325	260	325	195	
Aile arrière/Rear Wing	195	195	260	260	325	455	455	195	325	182	
Marche-pied/Under Door Panel	260	260	260	260	325	325	325	260	325	156	
Porte du coffre/Boot Door	234	234	260	260	325	364	364	234	325	182	
Pare-chocs arrière/Rear Bumper	234	260	260	260	325	325	325	260	325	156	
Toit/Roof	390	455	650	650	780	780	780	455	780	325	
Phare/Headlight	360	420	600	600	600	600	840	420	600	360	
Anti-brouillards/Fog Light	120	120	180	180	180	180	360	120	180	120	
Clignotant/Indicator	120	120	180	180	180	180	240	120	180	120	
Ceinture de sécurité/Seat Belt	480	480	480	480	480	480	600	480	480	360	
Compresseur/Compressor	240	240	240	240	240	240	360	240	240	240	
Outils de changement de roue/Tools For Wheel Change	240	240	240	240	240	240	300	240	240	240	
Radio/Radio	720	840	840	840	840	840	1200	840	840	720	
Airbag/Airbag	2400	3600	4800	4800	4800	4800	7200	3600	4800	2400	
Plaque d'immatriculation/Licence Plate	24	24	24	24	24	24	24	24	24	24	
Câble de recharge lente / Slow wire charger	-	-	192	-	-	-	-	-	-	-	
Câble de recharge semi rapide / Semi fast wire charger	-	-	480	-	-	-	-	-	-	-	
Sac du câble de recharge / Rucksack for wire charger	-	-	192	-	-	-	-	-	-	-	
Carte GPS / GPS card	-	-	720	-	-	-	-	-	-	-	
Carte de recharge / Charger card	-	-	24	-	-	-	-	-	-	-	
L'embout de ravitaillement / Nozzle Refueling GAS	-	86,4	-	86,4	-	-	-	-	-	-	
Tapis de sol avant/Front Seat Covers	666	426	558	1020	1068	426	570	618	660	180	
Tapis de sol arrière/Back Seat Covers	654	546	684	936	654	426	852	660	780	288	
Nettoyage réservoir à carburant/Cleaning fuel tank	180	180	180	180	180	180	180	180	180	180	
Nettoyage spécial/Special Cleaning	36	36	36	36	36	36	36	36	36	36	
Grand nettoyage spécial/Major Special Cleaning	180	180	180	180	180	180	180	180	180	180	
Taxi	60	60	60	60	60	60	60	60	60	60	
Service de remorquage (aller et retour) /Towing Service (W/Return)	Km	0-25	25-50	50-100	100-150	150-200	>200				
	(j)	96	132,00	216,00	288	444	444+1,6€/Km				

\*Les prix correspondent aux dommages du level 1. Pour le level 2 et level 3 l'augmentation augmente à hauteur de 75% et 150%, dans le respect des conditions / \*The amounts shown correspond to level 1, for level 2 and level 3 a 75% and 150% increase will be applied respectively

\*Ce tableau remplace et annule les tableaux précédents 20150331 / \*This table replaces all the previous tables 20150331

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If there is any damage done to the vehicle, the amount taken from the Client's account shall be calculated by the Goldcar personnel according to the price list shown below, the content of which the Client approves of whole-heartedly.

If the Goldcar personnel notice that the vehicle is damaged when the Client is not there, Goldcar shall inform them by post as soon as possible about the following information:

- The description of the damage done to the vehicle; and
- The expenses provided for in this article in the points a) to i) that the Client shall be charged.

Photographs of the aforesaid damage might be sent to the Client when the claim is made. The Client can dispute the damages identified and/or the estimated expenses that they are expected to bear. According to the case in question, this can be disputed directly then and there if the Goldcar personnel notice the damage when the vehicle is returned, or by email or by ordinary post.

The replies from Clients about the damage, the invoicing of such and the requests for the photographs of the damage must be sent to the Customer Service Department:

- The form that is available on the following website shall be completed in French: [https:// www.goldcar.es/fr/incidencias/](https://www.goldcar.es/fr/incidencias/)
- By post: Goldcar, Customer Service, 15 Avenue de Bruxelles, 13127 Vitrolles, France.

If the Client is not happy with the answer from the Customer Service, they can then submit their case to an ombudsman pursuant to the conditions established in article 18 of the General Rental Conditions.

If damage is done to the vehicle, Goldcar shall be entitled to demand compensation from the Client for not being able to use the vehicle because it is immobilized. This compensation shall be calculated according to the following:

- The number of days needed to repair the vehicle;
- A whole day shall be taken as being 8 hours of work of the mechanic who is in charge of repairing the vehicle;
- The quantification of the daily rate of renting the vehicle; and
- A fixed rate of 40 euros a day that the vehicle cannot be used shall be charged as compensation, which is the same as if the vehicle had not been returned, the damage suffered by Goldcar would be the same in the two cases.

Except for 4.2i), the additional fees that the Client is charged pursuant to point 4.2 cannot exceed the market value of the vehicle, which is calculated according to the Blue Book value at the time of the accident.

#### 4.3 Method of payment

The credit or debit card with which the reservation is made must be shown by the holder when they pick up the vehicle. The holder of the card must make sure that it is used pursuant to these General Rental Conditions (deposit, withdrawals, etc.); so that no damage is caused.

As such, Clients agree to get all the necessary information from their bank before their card is used by Goldcar, which cannot be held liable on these grounds.

The payment to rent the vehicle and any possible additional costs shall be made in the currency chosen by the Client.

Transactions in various currencies are accepted pursuant to the terms of the bank that processes the payment.

The methods of payment admitted are Credit Card VISA or MasterCard and Debit Card. We do not accept Diners Club, American Express, Postepay or cash.

#### 5 RETURNING THE VEHICLE

The two vehicle return systems involve checking the fuel level when the vehicle is returned, the refuelling and the use of the flexible hour service.

Clients can choose either of the two vehicle return systems:

- The fast return system (referred to hereinafter as the « **SDR** »), which is covered in article 5.1 below; and
- The classic return system (referred to hereinafter as the « **SDC** »), which is covered in article 5.2 below.

Whatever vehicle return system chosen, Clients must return the vehicle hired in exactly the same state, apart from the



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mileage, with all the accessories (documents, tyres, tools etc.) to the place, on the date and at the time provided for in the Agreement.

Clients cannot change the inside and/or outside appearance of the vehicle or any of the accessories that it has.

Except for in cases of force majeure, Clients shall be expected to pay compensation for the costs incurred in restoring the vehicle and for the damages suffered by Goldcar for not being able use the vehicle that is immobilised and the time taken to repair it according to the terms established in article 4.2. (i) of the General Rental Conditions.

#### 5.1 The SDR

The SDR is a service through which Clients can collect the vehicle with a full tank of fuel and then return it without having to worry about the fuel level.

The SDR also includes the «flexible hour» service through which the Client can return the vehicle outside the business hours of their local Goldcar office. NB: The «flexible hour» service is only available at certain Goldcar offices, which Clients must be aware of when they sign the Agreement. Clients who have already paid for the full tank of fuel shall be paid back for the amount of fuel that is left in the tank when the vehicle is returned.

The price of the SDR depends on the model of the vehicle hired, the fuel tank capacity, the price of the fuel when the vehicle is returned along with the processing and logistics expenses (FGL), according to the following formula:  $SDR = \text{fuel tank capacity (in litres)} \times \text{Price (in euros per litre)} + \text{FGL}$ . The fuel tank capacity (in litres) depends on the model of vehicle. The prices (in euros per litre) are available on the following website: <http://www.prix-carburants.gouv.fr/>. The processing and logistics expenses (FGL) for each model of vehicle are published on the following website: <http://www.goldcar.es/fr/sdr/>.

#### 5.2 The classic return system (SDC)

The SDC is a vehicle rental service without any of the following services: refuelling, delivery or fast return, «flexible hours».

The SDC requires Clients to return the vehicle with a full tank of fuel just as it was when it was collected.

Nevertheless, Clients must leave a deposit for the value of a full tank of fuel when they pick up the vehicle. This will be returned when they drop off the vehicle and the fuel tank has been checked to make sure it is full.

If the fuel tank is not full, Goldcar shall be entitled to deduct the price of the fuel that is missing and also, without prior notice, a fixed rate penalty of 50 euros for the processing fees, which Clients accept.

If the deposit is for less than the amount due, Clients accept in advance that the difference shall be taken from the bank account that was used to pay for the vehicle hire. If Goldcar does not uphold its obligation to hand over the vehicle with a full tank of fuel, the Client shall be compensated with double the amount needed to fill up the tank.

### 6 CONSEQUENCES OF A DELAY OR NOT RETURNING THE VEHICLE TO THE PLACE ESTABLISHED IN THE AGREEMENT

#### 6.1 If there is a delay in returning the vehicle

If the vehicle is returned at a time that is different to the one established in the Agreement, namely the courtesy time period of 59 minutes, Goldcar is entitled to deduct the amount for renting the vehicle for an extra day from the Client's bank account. The same applies for each extra day, every 24 h, from the date and the time initially agreed upon to return the vehicle. On top of this a fixed rate penalty of 40 euros shall be charged for each day late as compensation without prior notice being given to the Client.

A Client's bank account shall not be debited for any amount if they can prove that the delay in returning the vehicle was due to force majeure. On the other hand, if Goldcar is later than 59 minutes in giving the vehicle to the Client, they shall be compensated with one day of rental for each 24 h period, and proportionally for the time period of less than 24 hours. Goldcar shall not be exempt from this obligation unless it can prove that the delay was not its fault or it was due to force majeure.

#### 6.2 If the vehicle is not returned to the place established in the Agreement.

If the vehicle is not returned to the place established in the Agreement or if it is abandoned Goldcar is entitled to cumulatively demand the following amounts:

·The rental price for the extra days needed to recover the vehicle and restore it to a decent state to hire again;

Compensation of 40 euros a day for not being able to use the vehicle; and

·The transfer/ tow truck expenses incurred to get the vehicle back to the drop-off office established in the agreement, as well as, if necessary, the toll and the storage fees.

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Clients shall not be expected to pay anything if they can prove that the vehicle was not returned to the hire office established in the Agreement due to force majeure. Failure to return the vehicle could give rise to legal, civil or criminal proceedings being taken, which shall be determined by Goldcar.

Pursuant to article 2.2 of the General Rental Conditions, if the rental period is prolonged without Goldcar having agreed to this in writing beforehand it shall be considered that the vehicle has not been returned in accordance with this article.

## 7 INSURANCE

### 7.1 Compulsory third party insurance

The rental rates include third party insurance coverage for any damage done to third parties by the vehicle hired.

The general and specific terms and conditions of the insurance policy taken out shall be applied pursuant to the law in force.

### 7.2 « Goldcar BASIC » Insurance

The rental rates also include the « Goldcar BASIC » insurance that covers any damage done to the vehicle caused by the following events:

- accident;
- theft; and
- accidental fire or vandalism.

The « Goldcar BASIC » insurance includes a deductible that the Client is charged for damages that they are directly responsible for.

The amount of the deductible shall be deducted from the deposit put down by the Client. If Clients take out optional extra insurance coverage they shall not be expected to pay the deductible. The « Goldcar BASIC » insurance shall be subject to the following cumulative conditions:

- a) If there is an accident, within the following 5 working days the Client must send Goldcar either the « Accident report » or a joint report of the accident supplied by Goldcar, in which the full details of the accident, the place, the other parties involved and/or any possible witnesses, the number plate/s of the vehicle/s involved, the details of their insurance companies specifying the insurance policy numbers, and the circumstances of the accident with a sketch must all be included and signed by each of the people involved;
- b) The insurance company does not refuse its claim guarantee because of the Client's state of health when the accident happened on the grounds that it did not comply with the requirements set out in the provisions of the highway Code; and
- c) The accident, the theft, the fire or the act of vandalism are not due to the unauthorised use of the vehicle, such as those that are provided for in article 9.

### 7.3 Optional and additional coverage

The rental rates do not include the optional additional coverage. This coverage must be specified in the Agreement. This can be taken out when the vehicle is collected or when the reservation is made and it can reduce the Client's obligations if there is an accident. The additional coverage will be validate only in case of the customer fulfill the aforementioned cumulative conditions (7.3.a,b & c).

## 8 OBLIGATIONS OF THE CLIENT IF THERE IS AN ACCIDENT

If the vehicle hired is involved in an accident, Clients agree to:

- a) Within the following 5 working days, send Goldcar either the joint report of the accident or the « Accident report » supplied by Goldcar, in which the full details of the accident, the place, the other parties involved and/or any possible witnesses, the number plate/s of the vehicle/s involved, the details of their insurance companies specifying the insurance policy numbers, and the circumstances of the accident with a sketch must all be included and signed by each of the people involved.
- b) Inform the police immediately if an investigation is necessary to identify the third parties responsible for the accident or if anyone is hurt; and
- c) Not abandon the vehicle hired without having taken all the necessary precautions first to protect it. In the event of vandalism, fire, theft, or the disappearance of the rented vehicle, the Client agrees to inform Goldcar within a maximum of 2 working days from when the incident is discovered and report it to the competent authorities and provide Goldcar with a copy of the aforesaid report immediately.

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## 9 UNAUTHORISED USE

Clients agree to use the vehicle with the necessary care and attention, in accordance with its characteristics and pursuant to the traffic regulations in force at all times. Otherwise they shall be considered to have used the vehicle without authorisation.

Furthermore, Clients must not let anyone else drive the vehicle apart from those who are allowed to do so according to the terms of the Agreement. Failing that and apart from in the case of force majeure, Clients shall be considered to have used it without authorisation and therefore they shall be fully responsible for all the damage or loss that could have been done to the vehicle.

This list includes but is not limited to the following behaviour that is deemed as being unauthorised use, which the Client acknowledges:

- Pushing or towing any other vehicle;
- Driving in inappropriate places (e.g. : a beach, a racing circuit, a forest trail, byways, runways and other tracks used for aeronautical and/or military purposes etc.);
- Driving on unpaved or asphalted roads or ones that do not have tarmac on them but are in a very bad state, and therefore there is a risk that the chassis of the vehicle could get damaged;
- Disregarding the warning lights on the dashboard, which the Client states they have read about when signing this Agreement;
- Transporting animals or inflammable substances and/or substances that are dangerous for the vehicle and its occupants;
- Transporting people or goods that directly or indirectly benefit the Client;
- Renting out the vehicle to others;
- Using the vehicle for illegal activities;
- Transporting a higher number of people or luggage than what is normally authorised for the vehicle, which the Client states they were aware of, at the latest, when they pick up the vehicle;
- Fiddling or adjusting the milometer. Goldcar must be informed immediately about any kind of problem related to it not working properly;
- Putting luggage on the roof of the vehicle, including the use of a suitable roof rack or luggage box;
- Getting the inside of the vehicle dirtier than what is normal with reasonable careful use;
- Driving the vehicle under the influence of drugs or alcohol;
- Driving the vehicle dangerously;
- Letting learner drivers use the vehicle;
- Letting someone who has not been authorised in the Agreement drive the vehicle;
- Taking the vehicle outside the geographic limits established in the specific conditions of the Agreement; or
- Using the vehicle after the end of the rental period provided for in the Agreement.

In all cases of non-authorised use, Clients must pay compensation to Goldcar for all the damage done, which is their fault, both to the passengers and third parties and they must pay all the expenses incurred due to this unauthorised use especially those that are provided for in article 4.2.

In terms of the legal action that Goldcar could take against them, if this is deemed necessary, Clients might have to pay compensation to Goldcar for all the legal expenses incurred by Goldcar to defend its interests, and in particular lawyers' fees, bailiff fees and

any other expenses that are duly justified. Moreover, any possible unauthorised use of the vehicle by the Client entitles Goldcar to terminate the Agreement in advance without any type of compensation for the Client, who shall be expected to pay to repair all the damage caused.

## 10 DRIVING LICENSE

Clients must:

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- Have had a driving license that is valid in the country where the vehicle is collected for more than 4 years; and
  - Be at least 25.

If these two conditions are not met, the specific conditions shall be applied, which means in any case that the Client has to pay a surcharge.

#### 11 COLLECTIVE RESPONSIBILITY

The Client and all those who are authorised to use the vehicle are jointly responsible for complying with these General Rental Conditions and all the resulting consequences.

#### 12 THEFT AND THE LOSS OF PERSONAL BELONGINGS

Goldcar shall not be held responsible in any way for anything that is stolen, forgotten or lost in the vehicle.

#### 13 DEPOSIT

Except when the optional additional coverage is taken out by the Client, when the vehicle is collected, the Client must put down a deposit, the amount of which is established in article 6 of the Specific Rental Conditions.

If the term of the Agreement is extended, the initial amount of the deposit must be increased according to the number of additional days of rental.

Within a maximum of 8 working days the deposit blocked on a credit card or charged on a debit card will be released or refunded to the customer when they return the vehicle, once the Goldcar staff has checked it over and made sure that the terms of the agreement have been complied with.

**The amount of the deposit shall be partially or totally kept if the terms of the Agreement are breached, to pay for the penalties or fees attributable to the Client, unless the Client has taken out optional additional coverage.**

#### 14 CHILDREN'S SAFETY DEVICE

If children under 3 are travelling in the vehicle hired or children over 3, who are shorter than 150 cm, Clients must inform Goldcar of this and pay the corresponding fee to use baby seats or booster seats.

Clients are solely responsible for installing these seats and using them correctly.

#### 15 PROCESSING PERSONAL DATA

##### **Additional Information Regarding Data Protection**

##### **1. RESPONSIBLE**

Who is responsible for processing your personal data?

Company: Goldcar Spain, S.L.U.

Address: *Edif. Goldcar Ctra. N-332 Km.115, 03550 Sant Joan d'Alacant*

E-mail: [lopd@goldcar.com](mailto:lopd@goldcar.com)

##### **2. PURPOSES**

What is the purpose of processing your personal data?

In compliance with what is established by the European Regulation 2016/679 General Protection of Data, as well as any applicable national law, we would like to inform you that in Goldcar, S.L.U. we process the personal data that you provide for the following purposes:

- (i) Managing the contractual relationship involving the vehicle rental.
- (ii) Managing and invoice the vehicle rental.
- (iii) Managing possible incidents including damages incurred during the vehicle rental period.
- (iv) Managing the administrative procedures and communications that could derive from the contractual relationship.
- (v) Keeping you promptly informed, via e-mail or any other equivalent means, of all deals, products, services and promotions, from the company or other third parties, which could interest you, also by e-mail.
- (vi) Developing promotional activities by companies within the transport and touristic sector who collaborate in activities implemented by Goldcar.

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(vii) Managing the registration process of this loyalty program if you would like to be a part of the Goldcar Club.

(viii) Creating a commercial profile based on the evolution of the commercial activity in relation with the reservations booked. To that effect, we would like to inform you that no automated decisions will be made based on such profile.

### **3. DATA RETENTION PERIOD**

How long will we keep your data?

We would like to inform you that your data will be kept as long as it is needed for the delivery of services or contractual relationship, and as long as you do not request its elimination, as well as the necessary time to comply with the legal obligations that correspond to each type of information.

### **4. LEGITIMATION**

What is the legitimation for the processing of your personal data?

The legitimation basis for the processing of your personal data consists of:

The legal basis that constitutes the processing of your personal data for the processing of (i), (ii), (iii) and (iv) stated in section 2 above is based on the execution of a contract with Goldcar with respect to the other services that you have requested.

Likewise, the legal basis for the processing of your personal data for the processing stated in sections (v), (vi), (vii) and (viii) is based on the express consent that you grant for each purpose during the collection of the personal data that you provide through the vehicle bookings.

### **5. RECIPIENTS**

Who receives your personal data?

Your personal data will be provided to third parties in order to process the payment of the reservations booked (i.e. banking or financing institutions that own the payment methods used, payment gateways).

Additionally, Goldcar can provide your data to insurance companies for the management and processing of damages incurred during the rental period.

We would like to inform you that your data herein can be provided to companies within the Goldcar Group, detailed in the <http://www.goldcar.com> web page for internal administrative purposes.

Also, your data can be provided to public authorities and entities (administrative or judicial) for those instances when the legal regulation establishes so.

### Data international transference:

Additionally, we would like to inform you that your data can be transferred to countries outside the European Economic Area, depending on the location of the rental vehicle (especially Turkey) solely for the purpose of providing the service requested.

In regards to the statement above and in compliance with article 49.1 b) of the General Regulation of Data Protection of the EU 679/2016 in terms of the Personal Data Protection, such international transfer will be needed in order to execute the contract subscribed between you and Goldcar. If the destination country is Turkey, the recipient will be the Goldcar Oto Kiralama Ticaret, AS company.

### **6. RIGHTS**

What are your rights when you provide your personal data to us and how can you exercise them?

You have the right to access your personal data, as well as to request the modification of incorrect data or, if appropriate, request its elimination when the data is not necessary anymore for the purposes they were collected for, among others.

In certain circumstances, you can request the limitation on the processing of your data, in which case we will only keep it for the exercise or claim defense.

In certain circumstances and according to your particular situation, you can oppose to the processing of your data. Goldcar will stop processing the data, except for imperative legitimate reasons, or the exercise or defense of possible claims.

Likewise, you can exercise the right of portability of data, as well as to withdraw the consents granted at any moment, without it affecting the legality of the processing based on the consent before its withdrawal.

If you would like to exercise any of your rights, you can contact us by sending a written communication with attention to the Goldcar Customer Service Department, at the address in Camino del Campet s/n. (Ctra. Valencia N-332, Km 115), 03550, San Juan de Alicante.

The request form to exercise any of your rights must be accompanied by a copy of an official document that identifies you (National Identification Number or accreditation document).

Lastly, we would like to inform you that you can contact the Spanish Data Protection Agency and other competent public entities for any claim derived from processing of your personal data.

### **7. COOKIE POLICY**

What cookies do we use?

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In order to know the cookies we use in this web page/mobile app, remember that you can access our Cookie Policy through the following link: <https://www.goldcar.es/fr/cookies/>

#### **8.SOURCE**

How did we obtain your data?

We would like to remind you that we can obtain your personal data directly through the social media if you register or start a session with your Facebook, Twitter or Google accounts.

#### 16 CUSTOMER SERVICE

Clients can contact the Goldcar Customer Service Department at the following address if they need any information or want to make a suggestion, claim or complaint:

·Goldcar

Customer Service

15 Avenue de Bruxelles, 13127 Vitrolles, France

The Client can also send their request via the « *clients* » section that appears on the Goldcar website, available at the following address: <https://www.goldcar.es/fr/incidencias/>

In both cases, French speaking advisors are at the disposal of Clients to answer any questions they have.

#### 17 LAW AND APPLICABLE JURISDICTION

This Agreement is governed and interpreted pursuant to French Law.

Any dispute between the Client and Goldcar that arises over the content of this Agreement shall be submitted to the courts of France.

#### 18 MEDIATION

In the event that the Client as a « consumer » (as defined in the Consumers Code) is not satisfied with the answer from the Customer Service, they can, within one year starting from when they submitted their request to the Customer Service, use the services of a Consumer Ombudsman of the French National Council of Automobile Professions at the following address free of charge:

Médiateur du Conseil national des professions de l'automobile (CNPA) 50 rue Rouget de Lisle

92158 Suresnes cedex

Email : [mediateur@mediateur-cnpa.fr](mailto:mediateur@mediateur-cnpa.fr)

With regard to online reservations, Clients can also use the services of a Consumer Ombudsman through the European Union online disputes resolution platform at the following address: <https://ec.europa.eu/consumers/odr/main/index.cfm...>

#### 19 TRANSLATION

Translations of these General Rental Conditions are available at the following website: <https://www.goldcar.es/fr/tc/> although they are not legally binding on Goldcar.

Only the French version is considered legally valid for Clients.

[Goldcar Covers FR 22.03.22](#)

V.8.2018