

# **GENERAL RENTAL CONDITIONS – EVASIA**

Updated on 01/01/2025 - subject to change without notice

## **ART. I- PURPOSE OF THE RENTAL**

The lessor rents to the lessee, signatory of this contract, the vehicle mentioned according to the clauses below, which the lessee accepts without reservation. With the exception of the characteristics that the lessee will have noted as determining his commitment when booking (excluding the possibility of receiving television and radio in good conditions), technical modifications may be made to the camper van as long as these do not result in any alteration of quality or price. It is also mentioned that a partner may replace the lessor to execute this contract.

## **ART.2- PROVISION OF THE VEHICLE**

### **2-1/ PROOFS TO BE PRODUCED BY THE USER :**

Before taking possession of the camper van, the renter and possibly other drivers who must be at least 21 years old and have held a driving license for more than 3 years, will prove their identity and produce the originals of their driving license, national identity documents and proof of address less than 3 months old. In the absence of capacity or presentation of the requested documents, delivery of the camper van may be refused. The renter assumes custody of the vehicle and control of driving and transport operations. At the risk of being excluded from the insurance guarantee, the renter undertakes not to allow the vehicle to be driven by persons other than those approved by the rental company and for whom he is responsible in accordance with Article 1984 of the Civil Code.

### **2-2/ CONDITION OF THE MOTORHOME :**

The motorhome is made available to the tenant on the rental company's premises and taking charge of it entails the tenant's acceptance of it as delivered. The tenant acknowledges their full knowledge of its use and maintenance conditions. The rental and legal custody of the vehicle take effect upon signing the contract and handing over the keys. When taking possession of the motorhome, an inventory of fixtures and an inventory of all equipment and accessories contained in it are drawn up in the presence of the tenant and signed by them. When returning the motorhome, the same inventory will be carried out, which will be deemed contradictory with regard to the tenant who is not present or refuses to sign it. The tenant will be required to reimburse any missing or damaged object or accessory, unless otherwise indicated on the contradictory inventory when the motorhome leaves. The tenant may not avoid the repairs to which he may be required under this contract on the grounds of a failure or malfunction of an installation occurring during the rental period.

### **2-3/ GEO-LOCATION DEVICE :**

In order to ensure the safety of vehicles and tenants as well as compliance with these conditions, certain vehicles are equipped with a GPS device necessary for the more specific management of the following cases: unauthorized delay in return and suspicion of misappropriation of the vehicle, use of the vehicle to commit an offense, processing of traffic violations, processing of customer complaints, technical support for users, claims management. The data collected in accordance with article 12 of these general conditions, kept for a maximum period of 2 months after the return of the vehicle and cross-referenced with those of this rental contract are mainly the location at the date and time of the vehicle and its technical information (mileage, engine speed, oil level, etc.).

### **2-4/ ON-BOARD DOCUMENTS :**

The tenant undertakes to keep all on-board documents in good condition. In the event of loss, he will make the declarations required for the issue of the duplicate. The replacement of the documents will be at his expense and he will pay the rental company the costs of immobilizing the camper van calculated on the basis of the current daily rental rate for the camper van, at the time of the immobilization thus created.

### **2-5/ SECURITY DEPOSIT/DEPOSIT :**

When the campervan is made available, the tenant makes a security deposit to the rental company by bank card in his name only, the amount of which is equivalent to the damage insurance excess stated in the rental contract. He accepts that the additional costs of article 3-5 will be deducted from this amount. Electron, Maestro or prepaid bank cards are refused.

## **ART.3-PAYMENT**

### **3-1/ RENTAL AMOUNT :**

It is inclusive of all taxes and includes the period between the date and time of departure and return, the reserved product family with its operating accessories, the basic and additional insurance and options included in the rental contract.

### **3-2/ PAYMENT(S) :**

To reserve, the tenant pays a deposit equivalent to 30% of the rental amount. Full payment of the rental balance must be made 30 days before departure, otherwise the reservation will be cancelled under the conditions of article 3.3.

### **3-3/ CANCELLATION FEES :**

The estimated cancellation fees for a reservation are as follows.

Number of calendar days before departure	Estimated fees based on total rental amount
More than 30 days before departure	30%
From 29 to 21 days before departure	50%
From 20 days to departure	100%

### **3-4/ THE CANCELLATION - POSTPONEMENT OPTION (CURRENT RATE: €9 INCL. TAX / DAY WITH A MINIMUM OF €63 INCL. TAX) :**

The option guarantees either a refund of the cancellation fees or a postponement of the rental free of charge to a later date within one year, up to the amount of the rental already paid. The Cancellation Postponement guarantee is non-refundable. It is valid up to 24 hours before departure. To be validated, the renter must provide the complete list of occupants of the camper van and the full price of the Cancellation - Postponement Option must be paid. The terms of application for both cases are :

- Serious illness requiring immobilization of more than 4 days of one of the travelers
- Accident preventing travel by one of the travelers by own means

- Death of one of the travelers or one of their close relatives (spouse, father, mother, child, brother, sister, son-in-law, daughter-in-law)

- Appointment as a juror before the Assize Court of one of the travelers
- Professional dismissal of the tenant after the reservation date.

This list of events is exhaustive. Any generating event other than those stated above is excluded from the scope of the Cancellation-postponement Option. The tenant has the possibility to cancel / postpone with the central reservation and confirm his request by registered letter with acknowledgment of receipt. This must be sent within 5 days of the event, accompanied by all supporting documents: sick leave, death certificate, prescriptions, social security statements, etc. Correspondence must be sent to EVASIA Service Annulation-report, Route de Villiers en Lieu – CS 90120 - 52115 SAINT-DIZIER, FRANCE. After study and acceptance by the lessor, the tenant will be reimbursed for the full amount paid or may benefit from a credit to be used on a single future reservation with the network within 365 days.

### **3-5/ ADDITIONAL COSTS :**

At the end of the rental, the tenant agrees to pay the lessor if necessary :

- The additional day(s) granted by the lessor and deducted in indivisible 24-hour increments at the current rate stated in the rental contract.
- The cost of additional kilometers to the initial package and stated in the rental contract according to the rate indicated
- For damage due to the direct liability of the lessee or without an identified third party or resulting from weather events, the administration fees of €60 including tax and the costs incurred by the lessor for the repair of damage caused to the vehicle, within the limit of a deductible per claim, the amount of which is stated in the rental contract.

A claim corresponds to a one-off and unique event resulting in the damage(s) - All fines resulting from traffic or parking violations noted during the term of the contract and the associated administrative processing fees of €40 including tax. — The service charge and the additional fuel and/or ADBLUE and gas at the current rate. — the cleaning package at the rate of €220 including tax

### **3-6/ RECOVERY COSTS :**

For additional costs, the tenant accepts recovery by partial or total collection of the deposit deposited at the start. In the event of refusal of payment by the banking institution due to insufficient funds or any other action by the tenant, he acknowledges being informed and accepting the associated recovery costs of an amount equal to 10% including tax of the amount including tax recovered.

## **ART.4-DURATION OF THE CONTRACT - LATE PENALTIES**

The campervan must be returned by the tenant to the rental agency no later than the day and time stated on the contract. No extension of the rental can be made without the agreement of the rental company, which in any case must be requested at least 72 hours before the end of the rental period. In the event of a delay of at least 59 minutes or an extension of the rental not granted by the rental company, the tenant incurs the loss of the insurance guarantees provided and will have to pay an initial penalty equal to 1 time the additional day rate stated in the contract, then 2 times for each 24-hour period beyond 11:59 hours of delay. In the absence of return of the vehicle and in the absence of an extension granted in writing, the lessor reserves the right to take back the campervan wherever it may be and at the lessee's expense, without the latter being able to claim an abusive termination of the rental. Conversely, there is no reimbursement in the event of a delay in collecting the vehicle or early return of the vehicle.

## **ART.5-RENTER'S OBLIGATION**

The tenant agrees to comply with the national and international provisions of the highway code relating to the driving, parking and use of the motorhome and will be held responsible for any offences reported against him in the context of the use of the rented property. He agrees to use it for his own private personal needs. He agrees not to participate in competitions of any kind, as well as in their preparation, not to make any modifications to them and not to tow any trailer without the express agreement of the lessor. The tenant must not transport passengers or goods for payment, nor use the motorhome for illicit purposes. The motorhome must only be driven by the tenant or the drivers mentioned by him on the rental agreement, on roads suitable for motor traffic in Europe unless specifically authorised by the lessor. The tenant agrees not to sublet the motorhome and to relinquish all or part of it. The tenant undertakes to keep the campervan in good working order and in compliance with the legal and regulatory provisions in force. He acknowledges having received the rental company's user manual, having read it and undertakes to comply with the provisions contained therein, in particular with regard to the punctuality of the maintenance operations recommended therein. The tenant undertakes to operate the anti-theft devices during each stop, if the campsite has them, to close the latter and to keep the papers and keys on him, which must under no circumstances be left on board.

### **5-1/ STAY ABROAD :**

The renter is responsible for complying with the highway code of the countries crossed. To do this, it is his responsibility to check that the vehicle's equipment complies with international traffic regulations. Failing this, the rental company cannot be held responsible for the consequences (traffic fines, immobilization of the vehicle, etc.) and the renter may be exposed to a forfeiture of the insurance guarantee under the exclusions stipulated in the insurance contract.

### **5-2 / INTERNATIONAL ASSISTANCE FOR TRAVELERS AND VEHICLES (MANDATORY) :**

For any stay abroad (partial or total duration of the rental), the renter subscribes to «international assistance for travelers and vehicles» (public rate in force). Failing this, the rental company reserves the right to charge the costs incurred to assist the renter and primarily the costs of repatriating the vehicle and travelers, without this list being exhaustive.

## **ART.6-MAINTENANCE - REPAIR AND ASSISTANCE**

The tenant undertakes to keep the campervan, its equipment and accessories in good working order. He is responsible for the minor maintenance of the campervan, without recourse against the rental company: periodic checks and topping up of levels (oil, coolant, windscreen wiper fluid, brake fluid, AD Blue) and periodic checks

of the optics, tire pressure, braking components, battery. In case of doubt, it is up to the tenant to contact the assistance. In the event of malfunctions or damage, the tenant must immediately notify the departure station or the assistance whose numbers have been given to him. In the absence of contact and compliance with the instructions of these, one or the other of which would prevent the honoring of the following reservation, the rental company reserves the right to charge post-rental immobilization penalties to the tenant based on the rate for the additional day in force. The tenant also remains financially responsible for the services implemented on his sole initiative. All actual costs of normal mechanical wear and tear are the responsibility of the lessor. Conversely, for abnormal wear and tear due to the negligence of the lessee, the repatriation costs (passengers and vehicle), a vehicle immobilization allowance based on the daily rate, for the period exceeding the rental period subscribed and the repairs will be the responsibility of the latter and carried out by the lessor. In the event of deterioration of a tire for a reason other than normal wear and tear, the lessee undertakes to replace it at his own expense with an identical tire that complies with the manufacturer's recommendations and the highway code.

## **ART.7- INSURANCE**

Subject to compliance with the conditions of these general conditions, the tenant is guaranteed under an insurance policy taken out by the lessor. He acknowledges having read the guarantees taken out and the exclusions of article 7-5.

### **7-1/ DAMAGE INSURANCE :**

A claim corresponds to a one-off and unique event resulting in the damage(s) noted. The lessor automatically subrogates the tenant in his rights for the initiation of repair work and the exercise of recourse against third parties for material damage regardless of the nature of the claim (broken glass, shattered windshield, impact with identified or unidentified third party). The tenant undertakes to complete a correctly completed amicable report no later than 24 hours after the discovery of the facts and will attach to his declaration the receipt for filing a complaint with the competent police authorities if necessary. Any undeclared claim or claim based on a "false declaration" will remain the responsibility of the tenant, both for damage suffered by the rented motorhome and for damage caused to third parties. The tenant must not under any circumstances discuss liability, deal with or compromise with third parties and undertakes not to refuse or suspend payment of rent, repair costs or any compensation for which he may be liable in any way to the rental company on the pretext of the liability of a third party. A deductible (or financial liability) of €2,500 is applied per claim (€1,500 including tax in the event of broken windscreen glass) due to the direct liability of the tenant or without an identified third party or resulting from weather-related events.

### **7-2 / DEDUCTIBLE REDUCTION INSURANCE — KNOWN AS THE "PEACE OF MIND OPTION" :**

The tenant has the option, by paying a flat-rate supplement of €20 including tax per day (with a minimum of €140 including tax), to subscribe to the "external damage deductible buyback" which limits the amount of the deductible per claim to €750 including tax (€150 including tax in the event of broken windshield glass).

### **7-3 / THEFT AND VEHICLE HIJACKING INSURANCE :**

The tenant agrees to :

- Report the theft or attempted theft of the camper van to the police or gendarmerie authorities and to the rental company as soon as he becomes aware of it.
- Provide the rental company with the original keys within 72 hours.

Under these conditions, the financial liability (deductible) for theft or attempted theft is €2,500 including tax. Failing to meet these conditions, the financial liability of the tenant will be increased to the total value (vehicle + equipment) under expert opinion.

### **7-4/ INSURANCE FOR THEFT OF PERSONAL EFFECTS AND DAMAGE BY BREAK-IN OF THE VEHICLE :**

«Personal effects» means all the belongings of the tenant and occupants inside the vehicle closed during the break-in, with the exception of foodstuffs. «Damage to the vehicle due to break-in» means the damage that the latter suffers during the break-in as well as the theft of its accessories. The tenant has the option, by paying a flat-rate contribution of €5 including tax per day (with a minimum of €35 including tax), to take out this insurance which entitles them, in the event of break-in, to reimbursement of their personal effects up to a maximum of €2,000 including tax (excess of €200 including tax) and to limit the maximum amount of the break-in damage excess to €200 including tax. Coverage conditions:

- Take out insurance before departure - send to Evasia : report the break-in of the closed camper van to the police or gendarmerie authorities, original invoices for personal effects in the names of the renter and occupants of the camper van.

### **7-5/ MAIN EXCLUSIONS AND CONSEQUENCES :**

The following are forfeited of the guarantees :

- Any driver not in possession of a valid driving license as well as any driver in a state of intoxication or under the influence of drugs or narcotics not medically prescribed.
- Failure by the tenant to comply with the reporting obligations towards the rental company in the event of a claim of any nature whatsoever.
- Damage caused to the so-called upper parts of the motorhome (roof, cabover and generally all parts of the vehicle above 2.50m) resulting from failure to comply with the highway code.
- Interior damage to the vehicle, caused intentionally or unintentionally (burns, broken accessories, etc.).

In the event of a claim not covered due to exclusion or forfeiture, the tenant will have the motorhome repaired at his own expense, in a workshop approved by the rental company. If the campervan is irreparable or cannot be returned for any reason whatsoever, the tenant will owe the lessor, in the event of forfeiture of the guarantee, compensation, the maximum replacement amount of which is stated in the rental contract.

## **ART.8- DUTIES AND TAXES**

The tenant is solely responsible for the declarations and payment of duties and taxes concerning the movement of goods (customs, taxes, regulations, etc.). In the event that he is called into question, the lessor expressly reserves the right to take action against the tenant and request full compensation for any damage he may suffer.

## **ART.9- BREACH OF RESERVATION AND RENTAL CONTRACT.**

Failure by the tenant to comply with the general rental conditions will result in the termination of the reservation or rental in accordance with Article 3-2. Also, if the reserved vehicle cannot be made available to the tenant for any reason independent of the lessor, the latter will seek to offer an alternative. Without a solution or acceptance by the tenant, the reservation will be cancelled and the tenant will be reimbursed for

the amounts paid without being able to claim damages.

## **ART.10- ATTRIBUTION OF JURISDICTIONS**

In the event of a dispute relating to the execution of this contract, the courts of the city of the lessor shall have sole jurisdiction.

## **ART.11- PROCEDURE FOR COMPLAINTS MEDIATION CONSUMER DISPUTES**

Any complaint shall be sent by the tenant to the lessor by registered letter with acknowledgment of receipt to the address of the latter's establishment appearing on the order form. It shall be processed as soon as possible by the lessor. In addition, in accordance with Article 612-1 of the Consumer Code, the tenant has the right to use a consumer mediator free of charge with a view to the amicable resolution of the dispute between him and the lessor. For this purpose, the proposed consumer mediator is CM2C and can be contacted by :

- e-mail : [www.cm2c.net](mailto:www.cm2c.net);
- or by post : CM2C - Consumer Mediation Center of Justice Conciliators - 14, rue saint jean, 75017 Paris, FRANCE.

## **ART.12- LEGAL INFORMATION ON PERSONAL DATA**

All personal data requested during the subscription process are processed by EVASIA. This data is essential for the conclusion, execution and management of the contract. This data may be processed by EVASIA Services — or even by third parties — to carry out any operation relating to the management of vehicles and customers, commercial prospecting, management of people's opinions on products, services or content, the development of commercial statistics, the updating of EVASIA prospecting files by the organization or person or the EVASIA department in charge of managing the list of opposition to telephone canvassing, the organization of competitions, lotteries or any promotional operation, the management of requests for the right of access, rectification and opposition, the management of unpaid debts and litigation, the management of complaints or the monitoring of fraud. For more information on the processing of his personal data, the beneficiary will refer to the personal data protection policy of EVASIA Services displayed and available in his establishment and on his website or of which he can obtain a copy upon simple request by e-mail ([dpo@evasia.fr](mailto:dpo@evasia.fr)) or at the address indicated in this present contract. In any event, the beneficiary has the following rights: - right of access to his/her personal data contained in the EVASIA database, - right to rectify or erase his/her data, it being specified that this right may be limited with regard to the contractual and/or legal obligations of EVASIA, - right to limit the processing of his/her personal data in the cases provided for by the regulations and in particular by article 18 of Regulation 2016-679 General Data Protection Regulation (GDPR), - right to portability of his/her data, - right to object to the collection and processing of his/her data for legitimate reasons, - right to object to the use of his/her data for commercial prospecting purposes by EVASIA, - right to withdraw his/her consent at any time, for the processing for which the seller has collected his/her consent. He may exercise his rights, free of charge, by sending EVASIA a request accompanied by proof of identity by e-mail ([dpo@evasia.fr](mailto:dpo@evasia.fr)) or to the address indicated in this contract. The beneficiary also has the right to lodge a complaint with the National Commission for Information Technology and Civil Liberties (CNIL). Naturally, the seller is at his disposal in the event of any difficulty in order to find an amicable solution. The beneficiary may give general or specific instructions to a trusted third party certified by the CNIL or the seller, relating to the retention, deletion and communication of his personal data after his death. He may also designate a person responsible for their execution and modify them at any time. In the absence of instructions given during his lifetime, his heirs will be able to exercise certain rights, in particular