GENERAL RENTAL TERMS AND CONDITIONS OF VEHICLES WITHOUT A DRIVER

ARTICLE 1: GENERAL PROVISIONS

These General Rental Terms and Conditions shall govern all rentals granted by GOM LOCATION, hereinafter referred to as the Hirer, in the territory of France for the rental of vehicles, including equipment and accessories without a driver.

ARTICLE 2: PICKUP AND RETURN OF VEHICLE

The vehicle shall be made available to the Customer at one of the Hirer's rental offices. As a rule, the Hirer will be authorised to deliver the vehicle at the Hirer's personal location, at the date and time stipulated in the contract, and during rental office business hours. In the event that the Customer returns the vehicle at a rental office other than one of the Hirer's rental offices, the Customer shall remain responsible for the vehicle until it has been turned over to the Hirer.

ARTICLE 3: CONDITION OF VEHICLE

The Customer shall be responsible for the condition of the vehicle delivered to him or to the Customer's duly designated representative. The vehicle must be returned in the same condition and state of cleanliness as when it was picked up, except for normal wear and tear. The Customer is responsible for the vehicle and all equipment, accessories and items provided by the Hirer. The Customer is liable for all damage to, destruction of or theft of the vehicle rented by the Customer. The Hirer may therefore refuse to deliver the vehicle to the Customer if he or she has reasonable grounds to believe that the Customer is not in a position to pay for the rental and all related expenses.

ARTICLE 4: INSURANCE EXCLUSIONS

At the start of the rental, the Customer agrees to ensure that the vehicle is not used:
- by other persons than himself or herself or those approved by the Hirer, for whom he or she shall be answerable pursuant to Article 1384 of the Civil Code.
- to drive under the influence of alcohol or substances that modify the reflexes necessary for driving,
- to push, pull or tow any other vehicles,
- to transport other persons,
- to transport passengers for a financial consideration,
- to transport goods for a financial consideration. The Hirer shall not be deemed to have authorised or to be liable to guarantee any property damage or expense in the event of a breakdown.

ARTICLE 5: RENTAL

In the case of renting through the Hirer's website, the General Rental Terms and Conditions on the website shall apply to the Customer and the security deposit may be requested by the Hirer. The Hirer reserves the right to refuse to deliver the vehicle to the Customer if he or she has reasonable grounds to believe that the Customer is not in a position to pay for the rental and all related expenses.

ARTICLE 6: RESPONSIBILITY OF BANK CARD HOLDER OR ISSUER OF A TRAVEL VOUCHER OR ORDER FORM

The Hirer reserves the right to debit the total amount of the reservation, less the amount of the minimum excess, on the Customer's credit card. The Customer may cancel his or her reservation under the following conditions:
- If the vehicle is not returned to the Hirer at the agreed return date and the Customer is responsible for all damage, fees, taxes, fines, penalties and additional charges.
- If the Customer is a consumer, the Hirer reserves the right to charge the Customer for any damage, fees, taxes, fines, penalties and additional charges.
- If the Customer is a business, the Hirer reserves the right to charge the Customer for any damage, fees, taxes, fines, penalties and additional charges.

ARTICLE 7: QUANTITIES OF THE RESERVATION

The reservation is guaranteed until 1 hour after arrival stipulated in the contract. Beyond, the car, and the telepeche are rendu, the Hirer in the event of an upgrade, the renter will be liable for the price difference with the reserved category. No show will be charged €500.

ARTICLE 8: CANCELLATION OF RENTAL BY CUSTOMER

The Customer may cancel his or her reservation under the following conditions:
- In the case of cancellation at least 30 days before the scheduled starting date of the rental, the Customer shall be reimbursed the amount of his or her rental, less cancellation costs of €50.
- In the case of cancellation from 7 to 19 days before the scheduled starting date of the rental, the Customer shall be reimbursed the amount of his or her rental, less cancellation costs of €150.
- In the case of cancellation from 0 to 6 days before the scheduled starting date of the rental, the Customer shall be reimbursed the amount of his or her rental, less cancellation costs of €300.
- In the case of cancellation on the scheduled starting date of the rental, the Customer shall be reimbursed the amount of his or her rental, less cancellation costs of €500.
- In the case of cancellation after the scheduled starting date of the rental, the Customer shall be reimbursed the amount of his or her rental, less cancellation costs of €500.
- In the case of cancellation of the reservation for reasons other than those stipulated above, the Customer shall be liable for all the rental and all related expenses.
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ARTICLE 9: SECURITY

A description and an estimate of the initial security deposit, which will be levied on the Hirer, shall be added to the relevant invoice, if any, shall be debited immediately from the account corresponding to the credit card used to book the rental, or from any other payment method used by the Customer to pay for the rental, thereby instrument accepted by the Hirer. The Customer herewith accepts that the non-refundable initial deposit, which will be used in the event of use or sale of fuel, repairs, traffic violations, etc. will be debited from this account. In the event that a promotional rate is applied, non-compliance with the rental period agreement shall result in a payment of the full list price in force at the time. However, the amount of the minimum excess in force and towing costs will be charged by the Renter even when said Renter has taken out additional excess insurance.

ARTICLE 10: ADDITIONAL DAMAGE WAIVERS

The Hirer reserves the right to propose a waivable or non-waivable additional excess insurance. The Hirer reserves the right to refuse to deliver the vehicle if he or she has reasonable grounds to believe that the Customer is not in a position to pay for the rental and all related expenses.

ARTICLE 11: LIABILITY

The Customer shall be liable for all fines, tickets and police reports. He or she shall also be liable for any legal action brought against him or her by the customs administration. Any legal action brought against him or her by the police, the gendarmerie, tax authorities or the insurance company. Any legal action brought against him or her by the insurance company. Any legal action brought against him or her by the police, the gendarmerie, tax authorities or the insurance company.

ARTICLE 12: TERM OF CONTRACT

The rental is granted for a limited time period, specified on the front page of this contract. In the case of a rental on presentation of a bank card, a travel voucher or an order form, the Hirer shall invoice the travel voucher or the order form, who shall be liable under the contractual provisions.

ARTICLE 13: SECURITY DEPOSIT

The Customer shall pay the Hirer a security deposit at the moment when his or her rental contract is drawn up. The amount of this security deposit depends on the type of vehicle rented. The Hirer reserves the right to refuse to deliver the vehicle if he or she has reasonable grounds to believe that the Customer is not in a position to pay for the rental.

ARTICLE 14: BREACH OF CONTRACT

The Hirer is entitled to claim damages with regard to patent damage not pointed out to the Hirer in good time before the start of the rental. The Hirer reserves the right to refuse to deliver the vehicle if he or she has reasonable grounds to believe that the Customer is not in a position to pay for the rental and all related expenses.

ARTICLE 15: MEDIATION

In the event of a dispute, the parties agree to seek an amicable solution as a last resort.

ARTICLE 16: JURISDICTION

In the case of a dispute concerning the performance of this contract, if the Customer is a business owner, the only competent courts shall be those of the Hirer's domicile, subject to the Hirer's claim being brought within the limit of its jurisdiction. If the Customer is a consumer, the competent courts shall be those in the jurisdiction where its domicile.

ARTICLE 17: DATA PROCESSING AND PRIVACY

The personal information requested from the Renter is essential to enter into the rental agreement. This information is kept by GOM LOCATION and may be used by the Hirer for the administration of the contract. The Hirer will comply with the general and specific provisions of French law concerning the protection of personal data, in order to offer the Customer quality service geared to his or her needs. It may also be transmitted to the Hirer's partners and members of the Hirer's commercial network. In the event of a failure or a breakdown, the Hirer will take the necessary steps to ensure that the Customer receives the benefit of his or her rights. The Customer may at any time object to the processing of his or her personal data by contacting the Hirer at the following address: 50 rue Rouget de Lisle - 92158 SURENCHES CEDEX or by email mediatueur@mediateur.Location.fr. Both parties agree that the European Regulation 524/2013, GOM LOCATION informs the Customer who has booked online within the existence of a European online dispute resolution platform between e-commerce and consumers:

Article 1: FUEL

Fuel shall be paid by the Customer. If the vehicle is returned with less than fuel than on delivery, the cost of topping up the vehicle shall be invoiced in addition to the amount of the missing fuel, at the rates stipulated in the price list at the Hirer's rental offices.

Article 10: MAINTENANCE AND REPAIRS

The Customer agrees to use the vehicle properly. He or she shall be liable to perform all maintenance operations and road assistance. The Customer shall regularly verify the level of oil, water and other fluids and also carry out routine maintenance and pr

Note: The text provided is a translation of the original content. Please ensure to verify the accuracy of the translation as needed.