

General rental conditions

Article 1. Purpose

The purpose of these general terms and conditions of hire (hereinafter referred to as the "GTC") is to define the terms and conditions under which BLACKSHEEP, a Société par Actions Simplifiée (simplified joint stock company) with capital of €14. 290, registered in the Lyon Trade and Companies Register under number 532 229 135 and having its registered office at 430 RUE DU COMPANET - 69140 RILLIEUX-LA-PAPE (hereinafter referred to as the "Hirer of converted vans and minibuses"), together with its legal representatives and commercial partners, make available to the Hirer, for consideration, a motor vehicle (hereinafter referred to as the "Vehicle") and camping accessories.

BLACKSHEEP-VAN is based on a brand licensing system: customers departing from the agencies of companies licensed under the Blacksheep brand are subject to the same general terms and conditions. In the event of a dispute, the customer must contact the company in question directly and SAS BLACKSHEEP cannot be held liable. The contact details of the company having contracted appear on the invoice and the CPL.

Article 2. Contractual package

The rental offer made by the Tenant is deemed to be the Special Terms and Conditions of Rental (hereinafter referred to as the "STC"). Therefore, in the event of contradictory clauses in the CPL and the CGL, the CPL shall take precedence.

The Hirer may enter into Special Hire Conditions in the event of a request to extend the hire period of the Vehicle during the term of the Hire Contract.

The CGL, the CPL and, where applicable, the CSL, together with the return report, form an individual contract for the hire and associated services (hereinafter referred to as the "Rental Agreement").

The contractual documents listed above constitute, with certain exceptions, for each Lease concerned, the entire agreement between the Parties with regard to its subject matter. Consequently, they supersede and cancel all prior declarations, negotiations, undertakings, oral or written communications, acceptances, understandings and agreements between the Parties relating to the same subject matter.

Article 3. Acceptance of the CGL

The signing of the CPL and/or the official report of the pick-up (NB: formalised by the vehicle's inventory of fixtures) and drop-off implies acceptance, without restriction, of the CGL. The Hirer then declares that he/she has read these conditions and accepts them unreservedly.

Article 4. Commencement / Duration of the Rental Contract

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The Lease takes effect on the day on which the Vehicle is picked up by the Renter.

The duration of the Rental Contract is set out in the CPL and may not be less than two (2) days.

When the rental period, as initially indicated in the CPL signed by the Parties or, where applicable, in the CSL, has been reached, the Renter must return the Vehicle in accordance with the terms set out in article 14 hereof.

Where applicable and after the Vehicle has been returned, the Hirer of converted vans and minibuses reserves the right, which the Hirer accepts, to make an adjustment to the rental price, in accordance with the terms set out in article 13 of the GTC.

The amount of this adjustment will be paid to the Hirer of the converted van and minibus by the Hirer when the Vehicle is returned. An adjustment invoice will then be issued by the Hirer of converted vans and minibuses, the payment terms of which are defined in article 4.2 of the GTC.

Article 5. Reservation of the Vehicle

Section 5.01 Conditions required

The Hirer must be of legal age.

The driver of the Vehicle (hereinafter referred to as the "Driver") must be at least 21 years old and have held a valid driving licence corresponding to the category of the Vehicle for at least 2 years (25 years and 3 years for Minibuses). A driving licence issued by a Member State of the European Economic Area (i.e. Member States of the European Union, Iceland, Liechtenstein and Norway) is valid in France. Holders of a licence issued by a country outside the European Economic Area must present a licence with a photograph, either in French or accompanied by an official translation. An international driving licence must be accompanied by a national driving licence. The possession of a "blank" or restricted driving licence, or a declaration of loss or theft of the driving licence does not authorise the hire of the Vehicle. The Driver must certify on their honour that their driving licence is valid and that they have not been suspended, restricted or cancelled.

Section 5.02 Booking conditions

In order to reserve the Vehicle, the Hirer has three options:

- either visit the website of the Hirer of converted vans and minibuses, which can be accessed at the following address www.blacksheep-van.com, under the heading "Reservations", and complete the form provided for this purpose;
- or visit one of the network's branches by appointment during opening hours and provide the operator with all the information requested (surname, first name, postal address, e-mail address, dates required, options chosen, etc.);
- or telephone the Van and Minibus Hire Company on 09 51 38 88 15 and provide the operator with all the information requested (surname, first name, postal address, e-mail address, desired dates, options chosen, etc.).

Section 5.03 Vehicles

The Hirer of converted vans and minibuses offers 3 types of Vehicle for hire, subject to availability in the agency:

- Minibuses, which can accommodate a maximum of 9 people (including adults and children);
- converted vans for up to 5 people (including adults and children);
- converted vans for up to 6 people (including adults and children).

All converted vans are equipped with :

- accessories required by law, in particular a high-visibility waistcoat, a warning triangle, a box of bulbs and fuses (except for vehicles fitted with LED headlights) and a one-litre can of oil. If the

vehicle is not returned, the Hirer of the converted van and minibus will charge a flat-rate penalty of €40.00 inclusive of tax (thirty euros including all taxes) per accessory not returned.

- accessories and camping equipment for preparing a meal, eating and sleeping, as detailed in the Vehicle technical data sheet on the www.blacksheep-van.com website.

In addition, the Hirer of converted vans and minibuses offers the Hirer the opportunity to subscribe to various options when booking the Vehicle, including :

- a choice of comfort options (GPS, barbecue, bicycle rack, etc.) ;
- choice of service packs;
- choice of cleaning package;
- choice of Cancellation Option (article 12 of these GCS).

The full list of options and associated prices is available exclusively on the www.blacksheep-van.com website. The Hirer of converted vans and minibuses reserves the right to modify this list at any time; the Hirer is therefore invited to consult it regularly.

Section 5.04 Booking validation

In order to validate the booking, the Renter must pay a deposit in accordance with the stipulations of article 6, section 6.02 of the CGL.

It is specified that when the Hirer opts for a method of payment of the deposit that requires the deposit to be sent by post (bank cheque, ANCV, etc.), the reservation will only be considered valid once the deposit has been properly cashed by the Hirer of converted vans and minibuses.

Section 5.05 Confirmation of reservation

Once the Hirer has validated his/her reservation, in accordance with the above provisions, the Hirer of the van and minibus shall send him/her by electronic means or by post (at the express request of the Hirer) :

- a summary of the Vehicle rental order (options chosen, package chosen, balance still to be paid to the van and minibus hire company, etc.).
- information relating to the provision of the Vehicle and in particular the agreed date and place of provision
- the full list of documents that must be presented to the Hirer of converted vans and minibuses on the day the Vehicle is made available.

The Hirer of converted vans and minibuses may under no circumstances be held responsible for any damage resulting from the loss or theft of the booking confirmation sent to the Hirer or from the use of this document by a third party.

The Hirer of converted vans and minibuses will not be held responsible for any delay in the provision of the Vehicle when this delay is due to the fact that the information provided by the Hirer is incomplete or inaccurate, which the Hirer expressly accepts.

The Hirer is solely responsible for securing the roof bars and bicycle racks and for loading them. In the event of damage or loss of the load or an accident caused by the loss or unhooking of the load or the rack, the Hirer may not under any circumstances be held liable.

Section 5.06 Right of withdrawal

In accordance with article L221-28 of the French Consumer Code, there is no right of withdrawal for the Hirer placing an order remotely (by Internet or by telephone) from the time of validation of the reservation.

Article 6. Prices and terms of payment

Section 6.01 Prices

Prices are expressed in euros, exclusive of tax and inclusive of all taxes. They may be revised at any time. The basic price is made up of a fixed rate per kilometre according to the rates in force on the day the reservation is validated, as communicated to the Hirer prior to the reservation of the Vehicle by the Hirer.

This price includes

- all-risk civil liability insurance within the limits of the provisions set out in Article 12 and subject to payment of the excess and any damage exceeding the amount of the excess,
- 24/24 technical assistance for the Vehicle (breakdown or towing of the Vehicle in the event of immobilisation following a breakdown, accident or fire);

It may be increased by :

- the cost of options taken out by the Hirer at the time of booking, as defined herein ;
- the cost of extending the rental period, as set out in the CSL;
- the cost of any penalties applied to the Hirer upon return of the Vehicle, as referred to in article 13.

This price does not include

- fuel ;
- options (GPS, bike carrier, etc.) not purchased at the time of booking;
- any excess mileage;
- damage caused by glass breakage, tyres, roof, underbody and interior of the Vehicle, lights (headlights, indicators, etc.), rear-view mirrors, not covered by insurance;
- time overruns, for which a penalty will be set by the Hirer of converted vans and minibuses and for which an additional invoice will be issued;
- the amount of the excess charged by the Hirer of converted vans and minibuses in the event of an accident or damage to the Vehicle with or without a known third party;
- any parking and motorway charges;
- the cost of an expert's report;
- any fines for which the driver of the Vehicle may be liable,
- the cost of repairs not covered by the insurance policies taken out and which exceed the amount of the excess chosen.

Section 6.02 Terms of payment

(a) Deposit

The Hirer must pay the Hirer of converted vans and minibuses a deposit of an amount corresponding to 50% (fifty percent) of the total rental price of the Vehicle. The deposit is paid by bank transfer, bank/credit card or bank/postal cheque issued by a French bank, depending on the booking method chosen:

- if the booking is made online via the www.blacksheep-van.com website, the Tenant must pay the deposit by completing the secure payment form provided for this purpose;

- if the booking is made by telephone, the Hirer may pay the deposit either by bank/credit card or by sending a bank/postal cheque to the Hirer of converted vans and minibuses, to the address indicated on the booking confirmation, at the latest within 3 (three) days following the booking and/or at least 7 (seven) days before picking up the Vehicle.

(b) Balance

Without prejudice to the provisions contained in article 13 hereof, the Hirer must pay the balance of the total rental price at the latest at the time of collection of the Vehicle. The balance corresponds to the total amount of the hire, as defined by the Hirer of converted vans and minibuses at the time of confirmation of the reservation of the Vehicle plus, where applicable :

(c) Means of payment

The Hirer of converted vans and minibuses accepts the following means of payment:

- Bank/credit card: Visa, Eurocard, Mastercard. Cards issued by banks domiciled outside France must be international bank cards. Debit cards are not accepted.
- Bank cheques issued in France may be accepted under certain conditions and only in certain branches. The customer must request acceptance in advance.
- ANCV holiday vouchers in the customer's name may be accepted under certain conditions and only in certain branches. The customer must request acceptance in advance.
- For cash payments, only the EURO is accepted, and only in certain agencies. The customer must request acceptance in advance. Cash payments may be made up to a limit of €1,000 per contract.

All other means of payment will be refused.

(d) Late payment

In the event of non-receipt of payment of the invoice within 48 hours of the due date, the sums remaining due shall, after prior formal notice, bear interest at one and a half times the legal interest rate, the legal collection costs being borne by the debtor.

In addition, after formal notice has been given by registered letter with no response within forty-eight hours, the customer undertakes to pay, by way of compensation or penalty clause, in accordance with the provisions of article 1231-5 of the French Civil Code, a surcharge equal to 15% of the outstanding principal.

Article 7. Modification of the Tenancy Agreement

Section 7.01 Modification by the Renter

(a) Modification prior to the pick-up of the Vehicle

As far as possible, the Hirer of converted vans and minibuses shall endeavour to comply with requests for modification made by the Hirer before the Vehicle is collected.

If the request for modification relates to the extension of the rental period and/or the addition of options, the Hirer of converted vans and minibuses will invoice the Renter for the additional sums in accordance with the financial conditions of the Hirer of converted vans and minibuses.

If the request for modification concerns a reduction in the duration of the rental and/or the cancellation of one or more of the options subscribed, the modification will be processed in accordance with the provisions of these conditions relating to cancellation.

In all cases, the modifications requested by the Hirer must be expressly confirmed by the Hirer of converted vans and minibuses.

The agreement of the Hirer of converted vans and minibuses is formalised by the sending to the Hirer of a confirmation of the reservation, under the same conditions as those referred to in article 5, section 5.05 above. The confirmation of the reservation then sent by the Hirer of converted vans and minibuses in this context cancels and replaces the confirmation of the reservation previously sent to the Renter under the terms of article 5, section 5.05.

If the Hirer of converted vans and minibuses refuses, no confirmation of the reservation will be sent to the Renter, and only the previous confirmation will be valid.

(b) Changes during the rental period (after the Vehicle has been collected)

Modification requests made during the rental period may only relate to the extension of the rental period, as defined in the CPL.

The request must be made by the Renter by e-mail to the following address: contact@blacksheep-van.com or by telephone on +33(0)9 51 38 88 15.

This request will only be deemed to have been accepted by the Hirer of converted vans and minibuses once confirmation of a change to the order has been sent to the Hirer, under the same conditions as those referred to in article 5, section 5.05 above. Confirmation of the change to the booking will be deemed to be the CSL.

If the Hirer of converted vans and minibuses refuses, no confirmation of the reservation will be sent to the Hirer, and only the previous confirmation will be valid.

It is specified that in the event of the Hirer returning the Vehicle early (corresponding to a reduction in the rental period), he/she will not be entitled to any reimbursement whatsoever, which he/she expressly acknowledges and accepts.

Section 7.02 Changes made by the Hirer of converted vans and minibuses

In the event that the Hirer of converted vans and minibuses modifies the reservation made by the Hirer in accordance with the terms defined in Article 5, Section 5.02, the Hirer of converted vans and minibuses undertakes to inform the Hirer immediately. The Hirer will then adjust the rental price. Under no circumstances may such a change justify the total cancellation of the booking by the Hirer.

Article 8. Cancellation of the Rental Contract

Section 8.01 Cancellation by the Tenant

- **more than 48 hours before departure**

→ Modification and postponement without charge is possible up to 48h before departure: it gives rise to the creation of a credit note valid for 12 months on all agencies in the Blacksheep network. After this period, the credit note is considered to have expired, and the amount is definitively

cashed by the hire company of converted vans and minibuses. The customer will not be entitled to a refund of this credit note.

- **less than 48 hours before departure**

→ The Hirer may make a request to change his/her booking less than 48 hours before departure. The hire company for converted vans and minibuses reserves the right to refuse if it considers itself prejudiced by the modification.

→ Reservations cannot be postponed less than 48 hours before departure. It will be considered as a pure and simple cancellation of the booking. The hire company for converted vans and minibuses will then systematically refuse the request and it will be up to the Hirer to choose whether to maintain their booking or lose the amount committed.

→ Cancellation less than 48 hours before departure does not give rise to any credit note/refund/commercial margin: this amount is cashed by the hire company.

Section 8.02 Cancellation by the Hirer of converted vans and minibuses

If the Hirer of converted vans and minibuses has to cancel the booking made by the Renter, the Renter will be offered the same hire on another date.

If the Hirer refuses, he/she may obtain a refund of all sums already paid to the Hire Company.

If this cancellation is due to force majeure (as described in article 16 of these conditions), the Hirer may not claim any compensation.

In the case of a "Bon Plan" reservation (one-way reservation at a symbolic price of €1), and if the reserved vehicle is unavailable, the Hirer may cancel the reservation up until the day before departure and the Hirer may not claim any compensation.

Article 9. Delivery of the Vehicle

Section 9.01 Date and place of delivery of the Vehicle

The date of delivery of the Vehicle is the date shown on the booking confirmation issued by the Hirer of converted vans and minibuses. In principle, the Vehicle is made available on the premises of the Hirer of converted vans and minibuses, between 9:30 am and 6:30 pm. These times may vary from one branch to another. Please refer to the website www.blacksheep-van.com, on the Agency page, for more information.

However, at the express request of the Hirer when validating the reservation of the Vehicle and after confirmation by the Hirer of converted vans and minibuses, the Vehicle may be made available at the place and time agreed between the Parties and appearing in the confirmation of the reservation. In this case, a supplement may be charged to the Hirer (example: departure from/return to the airport closest to the agency or the railway station closest to the agency: 50 euros including tax per journey). The price of the supplement may vary from one agency to another. Please refer to the price list on the website.

In the event that a "blind departure" (= taking charge of the vehicle without the physical presence of a representative of the Hirer of converted vans and minibuses) has been expressly granted by the Hirer of converted vans and minibuses, the Hirer accepts without reservation the pick-up report (acting as the CPL) which will have been sent to him/her by e-mail in PDF format. No complaint may be made by the Hirer, as responsibility for the vehicle was transferred when the report was geolocated and time-stamped by the Hire Firm for converted vans and minibuses.

Any damage, theft or fire that may occur between the creation of the inventory of fixtures (CPL) and the pick-up of the vehicle by the Hirer will be entirely at the Hirer's expense.

Section 9.02 Picking up the Vehicle

When picking up the Vehicle, the Hirer, if applicable represented by the Driver, shall electronically sign the CPL. The signature thus affixed certifies :

- that the Vehicle made available complies with the reservation made, that it appears to be sound and in good working order and that it is presented ;
- the date, time and place of collection of the Vehicle;
- the completeness of the equipment and accessories listed in the CPL;
- the number of kilometres travelled by the Vehicle at the time of collection.

Consequently, the Hirer acknowledges and accepts that the signed CPLs are deemed to be the "Vehicle pick-up report". In the event of any reservations regarding the condition of the Vehicle, these must be recorded in writing and jointly by the Hirer of converted vans and minibuses and the Hirer (or the Driver). If this is not the case, the Hirer will not be able to rely on it when the Vehicle is returned. The fact that the Hirer (or Driver) takes delivery of the Vehicle systematically entails the transfer of legal custody of the Vehicle.

In the event that the Hirer (or Driver) takes delivery of the Vehicle without signing the CPL :

- the Vehicle will be deemed to be in conformity with the confirmation of the reservation issued by the Hirer of converted vans and minibuses, and the Hirer will no longer be able to invoke the non-conformity of the Vehicle at a later date to call into question all or part of the Rental Contract; and,
- the date and time chosen for the transfer of legal custody of the Vehicle shall be those contained in the confirmation of the reservation issued by the Hirer of converted vans and minibuses and reproduced in the CPL, unless the Hirer provides proof to the contrary.

Section 9.03 Documents to be produced

On the day of collection, the Hirer (or the Driver if different from the Hirer, or the Drivers if there are several) must present the following documents to the Hirer of converted vans and minibuses:

- Valid identity document (National Identity Card or Passport);
- Valid driving licence in accordance with the provisions of article 5.01 above.
- Bank card imprint or cheque for security deposit (cheque from a French bank only / cheque for security deposit only accepted in agencies departing from France, including DOM TOM) as defined in article 9, section 9.04 of the CGL. The security deposit may be paid in advance by email or telephone.

Failure to present one of these documents will be considered as a cancellation of the booking by the Hirer, with the consequences set out in article 8, section 8.01 of these T&Cs.

Section 9.04 Security deposit

The security deposit is set at €2,500 inclusive of tax and may vary depending on the service package purchased.

If the departure agency accepts it and at the latest at the time of collection of the Vehicle, the Driver will give the Hirer of converted vans and minibuses a bank or postal cheque, made payable to BLACKSHEEP, as a guarantee deposit. The cheque must be French and drawn on a French bank. This amount may be reduced depending on the services and packages chosen by the customer. The security deposit may also be requested by credit card imprint (Mastercard or Visa only), at the discretion of the converted van hire company. If the credit card imprint is refused, the hire company reserves the right to refuse the hire to the hirer. The credit card imprint may be requested in advance by telephone or email.

This deposit is intended to guarantee the Hirer of converted vans and minibuses :

- any financial liability that the Hirer may incur in the event of damage to the Vehicle(s) not covered by the insurance policy taken out, or in the event of theft.
- other charges invoiced by the Hirer of converted vans and minibuses that have not been paid by the Hirer.

Under no circumstances may the security deposit be used to extend the rental period.

In the event that the sums remaining payable by the Hirer of converted vans and minibuses, due to the Hirer, exceed the amount of this security deposit, the Hirer must pay the amount immediately or, in the absence of an immediate figure, on production of any proof, by any means at his or her convenience.

In the event of an accident or collision with an accident report, the security deposit will be retained by the Hirer of converted vans and minibuses in its entirety until receipt of a letter from the insurance company indicating whether or not the Hirer is liable, or until receipt of estimates for repair work.

The Hirer of converted vans and minibuses reserves the right to keep the security deposit for up to 15 days after the end of the rental period in order to cover any damage to the vehicle that has not been reported when the vehicle is returned.

Section 9.05 Additional Drivers

Only the Driver or Drivers designated in the CPL are authorised to drive the Vehicle.

In the event of damage caused to the Vehicle while it is being driven by a driver not indicated in the CPL, the Hirer shall be responsible for compensating the Hirer of converted vans and minibuses for all the damage suffered by the Hirer of converted vans and minibuses attributable to the said driver (in particular, the damage suffered by the Vehicle, plus the costs and expenses relating to the immobilisation of the Vehicle).

Article 10. Use of the Vehicle

Section 10.01 Use / Maintenance of the Vehicle

The Hirer (or the Driver) acknowledges having received from the Hirer of converted vans and minibuses, the manuals and/or guides issued by the manufacturer of the Vehicle and relating to the use and maintenance of the Vehicle. The Hirer undertakes to comply with the standards prescribed therein. In particular, depending on the number of kilometers travelled, he/she must carry out the usual checks on the vehicle (oil and water levels, tire pressure and wear, etc.).

In this respect, it is the Hirer's (or Driver's) responsibility to comply with any warning signals displayed on the Vehicle's dashboard and to take any necessary measures, and in any event to inform the Rental Firm as soon as possible, failing which the Hirer will be liable for the financial

consequences of any delay in providing this information. The Hirer (or Driver) also undertakes to use the Vehicle under normal conditions, in a responsible manner, and to keep it in good working order and condition. Unless otherwise agreed, the Vehicle is intended for use only on roads open to traffic (crossing submerged embankments is forbidden). The Hirer (or Driver) agrees not to use the Vehicle in rallies, races, speed trials or any other activity. The Hirer (or Driver) is also prohibited from towing the Vehicle without the prior written consent of the Rental Company. The Hirer (or Driver) is also forbidden to use the Vehicle for testing or trial purposes.. Unless expressly agreed otherwise, the Hirer (or Driver) undertakes not to sublet the Vehicle, nor to use it for the transportation of passengers for remuneration or for courier activities. The Hirer (or Driver) must drive carefully and never in a state of excessive fatigue; he/she must not smoke on board the Vehicle. The Hirer undertakes to store the inside table and the table stand in the boot while driving the Vehicle. The Hirer undertakes to switch off the 12V cooler when the Vehicle is not in use for an extended period of time. The Rental Company cannot be held responsible for any inability to restart the vehicle due to a weak battery. The Vehicle must not come into contact with salt water. When parked, the Vehicle must be locked, and personal belongings placed in the lockers and storage spaces provided. We advise you not to travel with pets.

The End of Stay Cleaning option cannot be added to the rental contract if the customer brings his/her pet.

Section 10.02 On-board documents

The Hirer (or Driver) undertakes to keep all on-board documents in good condition, including the copy of the Vehicle registration document and the copy of the green insurance card.

Section 10.03 Leaving the country

The Hirer (or Driver) is authorized to drive the Vehicle outside the territory of Metropolitan France. In any event, the Vehicle may not be driven outside the European Union. Should this not be the case, the Hirer (or the Driver) remains solely responsible for any consequences that may arise, in particular in the event of non-compliance with local regulations, and undertakes to indemnify the Rental Company for all damage suffered as a result.

Section 10.04 GPS vehicle tracking

The vehicles of the caravan and minibus rental company and its partners may be tracked by GPS for the duration of the rental.

Article 11. Ownership of the Vehicle

Section 11.01 Legal custody of the Vehicle

On taking delivery of the Vehicle, the Hirer (or Driver) becomes its sole custodian and assumes sole responsibility for it in accordance with the provisions of article 1384 of the French Civil Code. The Hirer (or Driver) therefore undertakes to use the Vehicle normally. The following in particular are considered abnormal use of the Vehicle :

- use of the Vehicle for purposes other than those for which it was intended (misfuelling, clutch breakage due to misuse, misjudgment of the Vehicle's size, etc.);
- modification of the Vehicle's technical characteristics;
- driving off-road;

- driving under the influence of alcohol, narcotics, drugs or narcotics not prescribed by a doctor;
- use of the Vehicle with an excess number of passengers, it being understood that the number of seats must be respected, as indicated on the vehicle registration document (in compliance with the number of seatbelts) and within the limit of the number of seats indicated on the Rental Contract;
- use of the Vehicle in excess of the maximum authorized weight specified on the registration document;
- subletting the Vehicle to a third party.

In general, the Hirer (or Driver) shall refrain from disposing of the Vehicle in any way whatsoever. In his capacity as custodian, the Hirer will assume the direct or indirect consequences of any event occurring during the rental period, whether covered by insurance or not, involving his liability to third parties and/or immobilizing the Vehicle. The Hirer's liability shall also extend to the consequences of events occurring during the rental period, the damage to which would only become apparent after the Vehicle has been returned to the van and minibus rental company.

Section 11.02 Seizures and actions by third parties

The rented Vehicle remains the exclusive property of the Hirer of converted vans and minibuses. The Hirer acquires no right of ownership over any of the Vehicle's parts, accessories, equipment and fittings. If necessary, the Hirer undertakes to ensure that third parties respect this right of ownership, in all circumstances, by all legal means and at his exclusive expense. Thus, in the event of seizure, attempted seizure, requisition or confiscation of the Vehicle, the Hirer undertakes in particular :

- to notify the Hirer of converted vans and minibuses without delay ;
- to lodge all protests and take all measures to make known the ownership rights of the Hirer of converted vans and minibuses; and,
- to obtain, at its own expense, the release of any seizure, without prejudice to the action for recovery reserved to the Hirer of converted vans and minibuses.

Article 12. Insurance and Cancellation Option

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The Hirer must comply with the terms and conditions described in article 8.01.

Section 12.02 Comprehensive insurance

The Hirer's vehicles are insured against all risks, on behalf of whomsoever.

A copy of the General Conditions and Special Conditions of this insurance contract will be given to the Hirer on first request.

Cover applies under the conditions set out in the General Conditions, and in particular to the following risks :

- unlimited third-party liability ;
- theft, attempted theft, vandalism and fire, with a deductible of 2,400 euros (incl. VAT)
- natural disasters
- all-accident damage to the vehicle, with a deductible of 2,400 euros (incl. VAT) per claim,
- additional flat-rate protection for driver and passengers.

Furthermore, the hirer's negligence cannot be covered by the rental company's insurance, or even by the additional service packages offered. Negligence such as misfuelling, putting fuel in the water tank, locking the vehicle with the keys inside, etc. are not covered.

The Vehicle is only insured for the rental period indicated on the CPL. After this period, and unless the extension of the rental period is accepted in writing by the van and minibus rental company in accordance with the provisions of article 5.1, the Hirer shall be solely liable for any damage caused to and/or suffered by the Vehicle.

Section 12.03 Deductible and deductible redemption

The deductible is the amount which, in all cases of insurance coverage, remains payable by the tenant. The deductible is €2,400 per claim.

It should not be confused with the amount(s) that the Rental Company reserves the right to claim from the renter in the event of damage not covered by insurance.

A "damage waiver" can be taken out at the time of booking or on the day of departure. This option reduces the renter's financial liability in respect of the insurance excess from 2400 (two thousand four hundred) euros incl. VAT to 600 (six hundred) euros incl. VAT or 0 (zero) euros, depending on the Service Pack chosen.

As the "upper parts" and "lower parts" and the interior of the vehicle are not covered by insurance, their repair is not limited to the excess, even in the event of an Excess Buyback taken out by the lessee.

Section 12.04 Assistance

Nota bene: assistance conditions may be different in La Réunion (DOM-TOM) and specific to the country of intervention.

The Hirer benefits from assistance 24 hours a day, 7 days a week, covering assistance to the Vehicle and persons transported in the event of mechanical breakdown, accident, theft, fire and serious bodily injury in Europe.

NB: assistance must be informed and have validated any intervention or assumption of responsibility, for any intervention whatsoever.

It covers :

- towing costs to the nearest Les Véhicules dealership garage
- transportation (back to the passenger's home): rental vehicle, economy-class train or plane, cab for a distance of 100 km;
- coverage of hotel + breakfast costs up to 80 euros per night (1 night in France and a maximum of 3 nights abroad);
- and, if necessary, repatriation of the Vehicle and persons transported to the rental departure point.

This assistance is valid in all countries referred to in article 10.3, within which the Vehicle is authorized to circulate. Any assistance costs that may be incurred following an incident for which the Hirer (or the driver of the Vehicle) is responsible will be entirely at the Hirer's expense.

Section 12.05 Obligations in the event of a claim

Under penalty of forfeiture of the insurance, the Hirer undertakes to :

- immediately report any accident, theft or fire, even partial, to the Hirer of converted vans and minibuses and to the police authorities;

- send the report directly to the insurer, whose contact details are given in the Vehicle Owner's Manual, within 72 hours of the accident, and send a copy to the Rental Firm, at the address given at the top of this document.
- mention in his declaration the circumstances, date, place and time of the accident, the names and addresses of witnesses, the number of the third-party car involved, the name of his insurance company and his insurance policy number;
- attach to this declaration any police or gendarmerie report or bailiff's report, if one has been drawn up;
- under no circumstances discuss liability, nor deal or compromise with third parties in connection with the accident;
- forward to the Rental Company all notices, letters, summonses, writs of summons, extra-judicial documents and any other procedural documents to which it may be the addressee.

In the event of theft, attempted theft or vandalism, the Hirer must report it to the local police or gendarmerie authorities within 48 hours and file a complaint. The Tenant must send the original of the complaint to the Rental Firm and keep a copy. The Hirer must return all Vehicle documents and keys to the Rental Firm as soon as possible. Failure to return the Vehicle's keys will automatically entail forfeiture of the Theft cover and the invoicing of the full value of the Vehicle, expert's fees and administrative costs. Should the Hirer fail to comply with these obligations, he/she will be held fully responsible, and the Rental Company reserves the right to take legal action against him/her.

The Hirer of converted vans and minibuses reserves the right to choose whether or not to use its insurance to cover a claim.

Section 12.06 Exclusions

In the event of damage to interior equipment, the Hirer is financially liable. The applicable deductible of €2400 incl. VAT may be reduced depending on the service package purchased.

Damage due to frost and personal objects or effects are not covered under any circumstances by the insurance of the Hirer of converted vans and minibuses. All costs incurred for this type of repair will be borne by the Hirer, including in the event of a Damage Waiver.

Section 12.07 Lapse of warranty

The Tenant shall immediately lose the benefit of all insurance or guarantees in the following cases:

- non-compliance with the provisions contained herein and, in particular, with the provisions contained in articles 8.1 and 9.1 ;
- fraud by the Tenant: misrepresentation by the Tenant, attempted fraud, serious violation of the Highway Code or any other criminal offence committed intentionally, as part of a voluntary act, attempted suicide, or for any illicit purpose.
- In all cases of exclusion of cover as set out in the "GENERAL CONDITIONS COMPANY CAR INSURANCE RENTAL VEHICLES".

Section 12.08 Tenant's liability

The Hirer shall be liable for any loss, damage or theft suffered by the Hirer of converted vans and minibuses which may occur to the Vehicle, its equipment or accessories during the rental period,

and which is not covered by the insurance taken out, the terms of which are set out in article 12 of these General Terms and Conditions, as well as in the special conditions and in the "GENERAL CONDITIONS COMPANY AUTOMOBILE INSURANCE RENTAL VEHICLES".

In the event of an at-fault accident in which the Vehicle is seriously damaged or immobilized for more than 3 (three) days, the Hirer of converted vans and minibuses reserves the right to terminate the rental without reimbursement or compensation for the remaining rental days.

In the event of responsible damage to the vehicle resulting in immobilization in the garage, the Rental Firm will invoice the duration of immobilization in rental days according to the rate in force at the time the work is carried out.

A handling fee of 15% of the cost of repairs, including VAT, will also be charged.

In the event of theft of or damage to the Vehicle caused by the Hirer's own fault, or in the absence of an identified third party, the Hirer must compensate the Rental Firm for the loss actually suffered (estimated cost of repairs, market value of the Vehicle, immobilization costs, administration costs, etc.), insofar as the insurance taken out would not be applicable.

At the end of the rental period, in the event of damage or theft, an amount equivalent to the security deposit will be invoiced to the Renter.

If the amount of damage for which the Tenant is responsible exceeds this amount, the Tenant will be invoiced for the difference, payable immediately.

If the Tenant instructs his own insurance company to cover his liability in the event of loss of or damage to the Vehicle, he expressly authorizes the Rental Firm to negotiate and conclude directly with his insurer any amicable compensation agreement and agrees that any sum paid in respect of such loss or damage shall be paid directly to the Rental Firm.

Article 13. Infringements of the Highway Code

Pursuant to Article L121-2 of the French Highway Code, the driver of the Vehicle is personally liable for all fines and penalties relating to offences and breaches of the Highway Code applicable in Europe (parking offences, payment of tolls, etc.). Fines will be paid directly to the local authorities by the driver of the Vehicle. In the absence of direct and immediate payment, and in the event that the Hirer of converted vans and minibuses receives notification of an increased fine, it will inform the competent authorities of the identity and contact details of the Hirer.

In addition, the Hirer shall owe the Hirer of converted vans and minibuses the fixed sum of 20 euros (twenty euros inclusive of all taxes) per fine, by way of administration costs.

Article 14. Return of the Vehicle

The Vehicle is returned for any Rental Contract that has expired for any reason whatsoever.

Section 14.01 Return date and times

The Vehicle shall be returned, under the responsibility and at the expense of the Hirer, exclusively at the offices of the Hirer of converted vans and minibuses, at the times and on the date agreed in the CPL or, where applicable, in the CSL, and, in all cases, during the opening hours of the premises of the Hirer of converted vans and minibuses, i.e. from 9:30 a.m. to 6:30 p.m. from Monday to Friday and on Saturday mornings by appointment (this time slot may vary depending on the location. Please refer to the website, on the Agency page, for more information). In the

event of a delay, the Hirer undertakes to inform the Hirer of converted vans and minibuses immediately.

In the event that the Vehicle cannot be returned during the opening hours of the hire company's premises, the Hirer retains the Vehicle and must return it to the hire company's premises on the next day that the premises are open, during the opening hours of the hire company's premises. In this case, the Hirer of converted vans and minibuses reserves the right to invoice the Hirer on the basis of a flat rate of €20.00 inclusive of tax (twenty euros including all taxes) per hour of delay.

In the event that the Vehicle is not returned on the date agreed between the Parties without the Hirer of converted vans and minibuses having been informed in advance, the Hirer of converted vans and minibuses will be billed for compensation in the amount of €40.00 inclusive of tax (forty euros including all taxes) per hour of delay, without prejudice to the Hirer of converted vans and minibuses taking legal action against the Hirer with the competent authorities.

Special cases of authorised returns outside the opening hours of the premises:

→ In the event that a "blind" return (= return of the vehicle without the physical presence of a representative of the Hirer of converted vans and minibuses) has been expressly authorised by the Hirer of converted vans and minibuses, the Hirer acknowledges that the vehicle will remain under his full responsibility until the next day that the premises are open. In this case, the Hirer must follow precisely the procedure indicated and ensure that the vehicle is correctly parked and secure. Any damage, theft or fire that may occur between the time of abandonment by the Tenant and the reopening of the Premises shall be borne in full by the Tenant.

The handover report will be drawn up when the Premises are reopened and sent to the Tenant by email in PDF format. The Tenant accepts the return inventory of fixtures without reservation.

Also, if any damage, missing items or failure to comply with the Hirer's obligations is noted by the Hirer of converted vans and minibuses, the Hirer of converted vans and minibuses will invoice the Hirer accordingly.

→ In the event that a "Late Return" has been expressly authorised by the Hirer of converted vans, the Tenant will be invoiced a Late Return fee of 25 euros including tax (the amount and conditions may vary from one agency to another. Please refer to the rates and information displayed on the agency's website for further details).

Section 14.02 Condition of the Vehicle

The Vehicle must be returned in the same condition as when it was collected by the Hirer. A joint inspection of the apparent condition of the Vehicle will be carried out and compared to the condition indicated in the CPL when the Vehicle was collected. A return report will be signed by the Parties. If the apparent condition of the Vehicle on return differs from that established at the time of collection, the Hirer of converted vans and minibuses will invoice the Hirer for the damage noted.

If the Renter does not wish (or is unable, in the case of a "blind return" of the vehicle for example) to carry out this inspection by both parties, then the Hirer of converted vans and minibuses shall be responsible for carrying it out alone; the Renter consequently accepts the observations made by the Hirer of converted vans and minibuses as well as the invoicing that may result therefrom.

In the event that the Vehicle is not returned in a perfectly clean condition (inside and out), the Hirer will be charged a fixed penalty of €150.00 inclusive of tax (one hundred and fifty euros inclusive of tax). If the Tenant has taken out a cleaning package, the amount of 150 euros (including tax) may also be invoiced in the event of abuse.

In addition, chemical toilets that are not emptied/cleaned may give rise to invoicing for a non-anticipated Cleaning, i.e. 150 euros inclusive of tax (one hundred and fifty euros inclusive of all taxes).

The Hirer of converted vans and minibuses reserves the right, after return, to have the vehicle examined by an expert. In this case, the expert's report will be binding between the parties, unless the Hirer of converted vans and minibuses is duly notified of a counter-expertise within 7 (seven) days following receipt of the expert's report commissioned by the Hirer of converted vans and minibuses.

The costs of the expert report are systematically borne by the Claimant.

If a fault is found within 15 days of the date of return of the vehicle, the Hirer of converted vans and minibuses reserves the right to hold the Hirer liable.

Section 14.03 Equipment / Accessories

In accordance with the stipulations contained in Article 5.03, the Hirer of converted vans and minibuses shall invoice the Hirer, as a penalty, for any equipment or accessory broken, lost and/or not replaced, in accordance with the scale in force, drawn up by the Hirer of converted vans and minibuses and available on request from the Hirer of converted vans and minibuses. The price list, which is displayed in the agency and available on request, may be updated at any time by the Hirer of converted vans and minibuses. Items not shown on the aforementioned price list will be invoiced at their actual value (according to the supplier's invoice) + 10 (ten) euros.

Section 14.04 Fuel

The Vehicle is made available to the Hirer with a full tank of fuel. It must therefore be returned with a full tank of fuel. If this is not the case, the Hirer of converted vans and minibuses shall invoice the Renter for the price of the missing fuel, at the rate in force on the day of return, plus a flat-rate amount of €20.00 inclusive of tax (twenty euros all taxes included) corresponding to the services related to filling the tank carried out by the Hirer of converted vans and minibuses. In order to establish the cost of the missing fuel, the Hirer of converted vans and minibuses will estimate the fuel consumed during the hire period by relying on the fuel gauge and will relate this to the capacity of the Vehicle's tank (in accordance with the vehicle manufacturer's data).

Section 14.05 Tyres

The Vehicle is made available to the Hirer with tyres in the condition and number required by current regulations. In the event of the deterioration of one of these tyres for a reason other than normal wear and tear, or a hidden defect, the Hirer of converted vans and minibuses may, if the Hirer has not replaced it at his own expense with a tyre of the same size, type and brand, invoice the Hirer.

However, if the Hirer has taken out a service covering the cost of replacing a punctured wheel, the Hirer will not be invoiced for the repair or replacement of the tyre, provided that the defective tyre is returned to the Hirer of converted vans and minibuses. Please note that only tyre replacement or repair costs are covered by our "punctured wheel insurance" (towing, assistance, hotel accommodation, replacement vehicle, etc. are not covered).

Section 14.06 Return of on-board documents

The Hirer shall return to the Hirer of converted vans and minibuses all the documents made available to him at the time of picking up the Vehicle (registration document, green insurance card, maintenance manuals, etc.). If these documents are not returned and/or not replaced, the Hirer of converted vans and minibuses shall be entitled to charge the Hirer a fixed fee of €40.00 inclusive of tax (forty euros all taxes included) for the purpose of obtaining duplicates and/or replacement documents.

Section 14.07 Mileage

The basic rental rate includes a fixed mileage charge defined in the CPL. The Vehicle's odometer will be read, which will then be compared with the odometer reading taken at the time of collection of the Vehicle and recorded in the CPL. If the fixed mileage is exceeded, the Hirer of converted vans and minibuses will invoice the Hirer on the basis of €0.40 including tax (forty euro cents including tax) per additional kilometre.

In the event that the Vehicle's odometer is found to be malfunctioning as a result of the Hirer's fraudulent actions, the Hirer of converted vans and minibuses will invoice the Hirer on the basis of 400 (four hundred) kilometres per day.

Section 14.08 Invoicing

Where applicable, the Hirer of converted vans and minibuses shall invoice the Hirer (or the driver of the Vehicle) upon return of the Vehicle for all of the items referred to in articles 13.1 to 14.7 above, as well as, where applicable, the additional amount due by the Hirer in respect of SLCs. This amount shall be paid immediately by the Renter (or the driver of the Vehicle).

If an expert opinion is required when the Vehicle is returned, the Hirer of converted vans will have an additional period of one month (30 calendar days) to draw up the invoice.

Article 15. RIGHTS OF INDIVIDUALS

The collection and processing of personal data is based on the Customer's consent, evidenced by a box to be ticked when taking out a subscription. In accordance with the French Data Protection Act of 6 January 1978 and the European Regulation on the Protection of Personal Data (RGPD) 2016/679/EU of 27 April 2016, the Customer has the right to access, object to, rectify, delete, limit the processing of, a right to portability of, and withdraw consent to the processing of, data concerning him or her. These rights may be exercised by sending an e-mail to: contact@blacksheep-van.com.

Customers are entitled to lodge a complaint with a supervisory authority. For more information, visit the CNIL website: <https://www.cnil.fr>

In accordance with article L.223-2 of the French Consumer Code, Customers are informed that they may, if they so wish, register on an opposition list against telephone canvassing available on the website www.bloctel.gouv.fr.

Article 16. Force majeure

The Hirer of converted vans and minibuses reserves the right to cancel any booking, without financial prejudice to the Hirer, if it is forced to do so by events of force majeure or fortuitous circumstances, such as, but not limited to, strikes, fire, water damage, inaccessibility, decisions by the authorities, tropical storms, accidents or breakdowns, etc. The Hirer of converted vans and minibuses reserves the right to cancel any booking if it is forced to do so by events of force

majeure or fortuitous circumstances, such as, but not limited to, strikes, fire, water damage, inaccessibility, decisions by the authorities, tropical storms, accidents or breakdowns, etc.

Article 17. Liability

The Hirer of converted vans and minibuses declines all liability in the event of loss or damage caused to property or persons by a Vehicle in the legal custody of the Hirer, except in the event of negligence or gross negligence on the part of the Hirer, or any other breach of the terms of these GTC. The Hirer of converted vans and minibuses shall under no circumstances be held liable for any indirect damage such as a missed train, boat or plane. The Hirer of converted vans and minibuses may under no circumstances be held liable to the Hirer or the Driver in the event of loss of or damage to personal belongings left on board the Vehicle during the term of the Rental Contract.

The Hirer may not under any circumstances be held liable for any damage to or theft of the Renter's personal vehicle parked in the car parks of the Hirer's branches of converted vans and minibuses during their stay.

Article 18. Applicable law - disputes

The Hire Contract is subject, both for its interpretation and its implementation, to the place of contracting or the place of residence of the contract.

Any difficulties or disputes relating to the interpretation or performance of the Rental Contract, even in the event of multiple defendants or the introduction of third parties, will be brought before the competent courts according to the place of contracting or residence of the contract.

In accordance with article L. 612-1 of the Consumer Code, within a period of one year from the date of his/her written complaint, the consumer, subject to article L.152-2 of the Consumer Code, may submit a request for amicable resolution by mediation, to :

SAS Médiation Solution

222 chemin de la bergerie 01800 Saint Jean de Niois

website : <https://www.sasmediationsolution-conso.fr>,

email : contact@sasmediationsolution-conso.fr