
RENTAL TERMS AND CONDITIONS

You are about to rent a vehicle from Goldcar.

The Rental Agreement, the Local Rental Terms and Conditions of the country where the vehicle is retrieved, the booking confirmation email and these Terms and Conditions together with their appendices jointly constitute the "**Contractual Documents**". They set out the obligations of the parties. You should read them carefully in order to understand the scope of your rights and obligations.

In the event of any contradiction between these documents, the Rental Agreement takes precedence over all other documents.

The Rental Agreement (hereinafter "**Contract**") summarizes the specifics of your booking, such as the vehicle's characteristics, the rental duration, the pick-up and return location, the accessories and options purchased and the detailed price of your booking. By signing the Contract, you unequivocally accept the Contractual Documents and acknowledge that they bind you.

I. BOOKING THE VEHICLE

1.1 Who can rent a Goldcar vehicle?

Any natural person who is legally capable of entering into a contract, who is not on an international sanction list and who has held a valid driving licence for at least one (1) year may rent a vehicle from Goldcar. *The minimum period of possession of a driver's license and the minimum age requirements may vary in each country. Please read the Local Rental Terms and Conditions of the rental country to get more information.*

1.2 Who is allowed to drive the vehicle?

You, the person booking the vehicle, are the main driver and the payer of the rental.

You may designate up to three (3) persons authorized to drive the vehicle (hereinafter the "**Additional Drivers**"). They are expressly designated in the Contract. The Additional Drivers must comply with the same requirements as You (*as detailed in Article 1.1*), and must present their licence and an identity document in the conditions detailed in Article 2.1 when you retrieve the vehicle.

You must ensure the Additional Drivers comply with the Contractual Documents. You are liable for their actions and for the damages and costs they cause.

Only those whose names appear on the Contract may drive the vehicle. You cannot authorize any other person to drive the vehicle, which would constitute a breach of your contractual obligations and would expose you to the consequences detailed in *Article 3.6*.

1.3 How to make a booking?

You may book a Goldcar vehicle on our website, on third-party websites, via our [call centers](#), or at the pick-up station up to fifteen (15) minutes before the rental start time, subject to vehicle availability at the chosen Goldcar station. You can only book one vehicle per rental, and you can only make one rental with Goldcar at a time.

1.3.1 Which vehicles can I rent?

Goldcar offers several categories of vehicles grouped together according to their size and number of passengers, but cannot guarantee a specific model within a given category.

1.3.2 Can I book a vehicle on a third-party website?

You can book a Goldcar vehicle via third party websites. They may impose rental conditions that differ from Goldcar's, so we recommend that you read them carefully. Goldcar cannot be held responsible for these differences.

Your booking information is transmitted by the third party to Goldcar. In the event that you discover an error in the personal data transmitted to us by a third party, we invite you to notify Goldcar so that we can rectify it.

CAUTION: If you have not purchased Goldcar's additional covers, even if you have purchased a third-party insurance and/or cover, you will be required to pay the sums owed to Goldcar in the event of damages, and then request reimbursement to the third-party.

CAUTION: If you book the vehicle on a third-party website, you will need to pay for the options subscribed on arrival. Third-party websites will either include airport surcharges in the prepaid amount, or request that you pay them on arrival. Goldcar is not responsible for the lack of information from third parties on this matter.

1.4 What means of payment are accepted?

Goldcar only accepts MasterCard (except for Maestro cards) or VISA (except for V Pay cards) credit and debit cards. Prepaid and rechargeable cards are not accepted. The cards issued by the following companies: American Express, Diners Club, Nickel, Revolut, Monzo, Qonto, N26, Belfius are not accepted. Virtual cards are not accepted as you will need to insert the card in the payment terminal when you retrieve the vehicle. No other means of payment will be accepted.

The bank card you use to pay the booking must be valid for the entire duration of the rental, and must be in your name. Otherwise, Goldcar reserves the right to cancel your booking.

You may choose the currency in which to pay for the booking. If you choose not to pay in the rental country's currency or if you pay the rental with a non-European card, Goldcar will apply exchange fees as detailed in the Tariff Guide. Goldcar is not responsible for any exchange rates or fees applied to the transaction by your bank.

If you add accessories or options at the station when you retrieve the vehicle, you can use a different card than the one used to pay for the rental, but it must also be in your name.

You can retrieve the vehicle subject to full payment of the sums due on departure of the vehicle.

1.5 What is the breakdown of my rental price?

1.5.1 The base price

The base price of your rental is determined according to the information entered, such as the location, dates and duration of the rental, the vehicle category and whether you are a young driver. Any change to the information entered may result in a change to the rental price.

Goldcar reserves the right to change prices at any time, without prior notice. This does not apply to existing bookings.

1.5.2 The options you can subscribe to

You can add additional covers, services, equipment or accessories to your rental. They are subject to availability at the pick-up station.

Any options purchased will increase the rental price. Their rate may be changed at any time without notice, without affecting options already taken out. *Please consult the rental country's Tariff Guide to get the rates.*

1.6 Is a security deposit required?

You will be required to pay a security deposit when you retrieve the vehicle. It covers the deposit amount for the vehicle and for the fuel.

The card used to pay the deposit must be the card used to pay for the rental. It must have sufficient funds to cover the rental and the security deposit amount. If you use a debit card, the amount will be debited from your bank account. If you use a credit card, the amount of credit will be blocked on your card and unusable for the duration of the rental period. No other means of payment is accepted for the security deposit.

Vehicle deposit: the deposit is intended to cover any additional cost or light damage incurred during the rental period. Its amount depends on the vehicle category, and can be reduced by buying the Relax, Super Relax or Mega Relax covers. *Please consult the Tariff Guide of the rental country to know their amount.*

Fuel deposit: Its amount varies according to the vehicle's tank size and the price charged for fuel in the Goldcar station.

If you are not charged any additional fees or light damages for which you have admitted responsibility, the security deposit will be returned to you in full. Otherwise, the amount of the light damage you have admitted responsibility for and any other

cost will be deducted from the security deposit. The security deposit will be released or refunded within eight (8) working days after you return the vehicle. Goldcar is not responsible for any delays imposed by your bank.

CAUTION: Taking out insurance or covers other than those offered by Goldcar does not exempt you from paying the security deposit. Moreover, if you cause damages to the vehicle, you will have to pay the amount due to Goldcar, and then seek reimbursement from the third party insuring you.

1.7 Can I cancel my booking?

There is no right of withdrawal for car hire services.

However, you may cancel your booking free of charge up to forty-eight (48) hours before the rental starts, and get a full refund. If you cancel your rental within the forty-eight (48) hours before the rental starts, a late cancellation fee is applied and deducted from the amount refunded. The fee amount is capped to the rental price. If you have not prepaid the booking, the fee will be charged on your card.

If you do not show up and do not cancel the booking, you will not be reimbursed for any prepaid amount. If you have not prepaid the booking, the rental amount will be charged on your card.

CAUTION: Some rentals cannot be cancelled or refunded. We advise you to check your booking conditions. If you have booked via a third-party site, its cancellation conditions apply.

Charge amounts are detailed in the Local Terms and Conditions of the rental country.

1.8 Can Goldcar cancel my booking?

Goldcar may cancel your booking if it is unable to fulfil its obligations due to the occurrence of an event beyond its reasonable control, as detailed in Article 1.12. You will either be offered another vehicle, or be reimbursed for any prepaid amounts as detailed in Article 2.4.

Your booking may be cancelled by Goldcar before it begins if you are on an international sanction list, if you have a history of accidents or serious incidents with Goldcar, for non-payment or if you have outstanding payments with Goldcar. You will be informed of the non-confirmation of your booking only if you have communicated your contact details to Goldcar.

Goldcar also reserves the right to cancel your booking you when you retrieve the vehicle in the following circumstances:

- The Goldcar agent considers that you are not fit to drive (*for example if you are under the influence of alcohol*);
- You or your passengers are violent, threatening, abusive or endanger others;
- You fail to present the documents listed in Article 2.1 or present illegible or false documents.

You will be refunded the prepaid amount. If you have booked the vehicle via a third party website, you will only get reimbursed if the third party's booking conditions allow it.

1.9 Can I make changes to my rental?

You can modify your rental free of charge on the Goldcar website at any time until you retrieve the keys. However, if you add services and options; or if you change the location, date, time or vehicle category, the rental price may vary and you will have to pay the price difference.

You can modify your rental to obtain a vehicle of a higher category (i.e. an upgrade) or in a lower category (i.e. a downgrade). Downgrades can only be requested on Goldcar's website, before the rental begins. Upgrades can be requested on Goldcar's website before the rental begins, or at the counter when you collect the vehicle. Goldcar will not refund the price difference for the downgrade; and the upgrade will be charged at the rate in effect on the pickup date.

CAUTION: Some rentals cannot be modified. We advise you to check your booking conditions. If you have booked the vehicle on a third-party website, you are subject to its modification conditions.

1.10 What is the duration of the contract?

Rental days are calculated in twenty-four (24) hour periods from the time indicated on the Contract. You will be billed for a full day's hire even if you book the vehicles for a few hours only.

The total rental period may not exceed twenty-eight (28) days.

The rental begins on the time indicated on the Contract and ends when the return procedure is completed. You remain bound by the Contractual Documents until full payment of all sums due to Goldcar.

1.11 Can I extend my rental?

If you wish to extend your rental, please visit the nearest Goldcar station to sign the Contract extension. You cannot extend the rental by telephone or any other electronic means of communication. Any unilateral extension without Goldcar's agreement is considered as a failure to return the vehicle, the consequences of which are described in Article 5.3 .

Goldcar reserves the right to refuse to extend the Contract, which is also subject to the availability of the vehicle. If the extension is impossible or refused by Goldcar, you must return the vehicle on the date and at the location specified in the Contract. If the vehicle is unavailable, Goldcar may offer you a vehicle of another category. A difference in price may apply.

If your extension request is accepted, you must pay the rental price for each additional day at the rate in force on the day of the extension. The security deposit cannot be used as payment for the extension.

If you have booked the rental via a third-party website, please contact their customer service for any rental extension requests.

CAUTION: If the total rental period exceeds twenty-eight (28) days, you must make a new booking.

1.12 Events beyond our reasonable control

The provisions herein applying charges and causing the loss of the benefit of additional covers in the event of contractual non-performance shall not apply if the non-performance is due to a force majeure. Force majeure is defined as any event that is **unforeseeable, irresistible** (i.e. insurmountable) and **beyond the reasonable control** of those involved. *Natural disasters and exceptional climatic events are examples of force majeure.*

II. RETRIEVING THE VEHICLE

Goldcar undertakes to provide you with a vehicle of the category you have chosen, in good working order, together with its keys, documents, purchased accessories and mandatory equipment.

2.1 What documents do I need to present to retrieve the vehicle?

To retrieve the vehicle, you must present the following documents:

- Your identity card, or passport if you are not a European national; **and**
- Your driving licence recognised in the rental country, with a photograph. If the driving licence is written in a non-Latin alphabet, it must be accompanied by an official translation in the language of the rental country, or by an international driving licence. If your driver's licence only shows the renewal date, you will need to prove the date on which it was originally issued; **and**
- The card used to pay for the rental. You must bring the bank card with you as it will need to be inserted into the payment terminal. It must be in your name and have sufficient funds to cover the rental amount and the security deposit; **and**
- If you book the vehicle at the counter of a station located inside an airport or a train station, you must provide a boarding pass, a train ticket or any other travel pass proving your departure at the end of the rental.

Your documents must be valid for the entire duration of the Contract. You must present the original documents, photocopies and photographs of documents are not accepted. Dematerialised documents only are accepted for the online check-in for Key'n Go. In that case, photographs and scans of your documents must be sent to Goldcar as detailed in article 2.2.

Documents written in a non-Latin alphabet must be accompanied by an official translation in the language of the rental country.

Goldcar reserves the right not to deliver the vehicle to you if you do not comply with the above requirements in relation to documentation. In this case, your booking will be cancelled under the conditions set out in Article 1.8.

2.2 When and where can I retrieve the vehicle?

You must retrieve the vehicle at the time, date and station chosen when you made the booking. This information was provided

to you in the booking confirmation email. You must be present to retrieve the vehicle as you are the main driver and the payer.

Specificities for optional retrieval services:

Goldcar offers services at extra cost to retrieve the vehicle without going to the counter:

- Retrieving the vehicle outside the opening hours. This service is only available in some stations and at some hours.
- The Key'n Go service that allows you to register online to retrieve the vehicle keys without going to the counter, using machines. It does not allow you to retrieve the vehicle outside opening hours, and it allows you to return the vehicle outside opening hours in some stations only. The Key'n Go package includes the priority retrieval service, the Super Relax cover and the young driver surcharge. If you wish to add options or services to your Key'n Go rental, you must do so before you retrieve the keys as you will not be able to add them with the machines. If you fail to do so, you will have to go to the counter to make the changes.

Before the rental begins: By way of an exception to article 2.1, your documents must be provided in electronic format as they will be verified online by Goldcar before the rental begins. You must upload them on Goldcar's website as indicated in the booking summary email, in due time. If the validity of your documents is impaired for any reason, you must immediately contact Goldcar. If you fail to do so, you will be fully liable for the consequences of the documents not being valid while you are retrieving the vehicle, and throughout the rental period.

Your subscription to these services only is confirmed:

- if you have uploaded your documents online and they have been accepted by Goldcar; and
- if you have fulfilled your payment obligations; and
- if you accept these terms and electronically sign your Contract.

If you fail to do so, you will be required to go to the counter during the station's opening hours to retrieve the vehicle.

You will receive your rental voucher by email once your booking has been confirmed. It is personal and non-transferable and can only be used by you. Please take all reasonable care to protect this voucher from loss, disclosure, alteration or unauthorised use and notify Goldcar of its loss. If you fail to do so, Goldcar will not be responsible for the removal of the vehicle by any unauthorised person.

To retrieve the vehicle: To retrieve the vehicle keys, you must either scan the QR code or enter your reservation number, which can be found on the booking confirmation email. You will then be able to select one of the (or the) vehicle(s) available in the chosen category, and pay the deposit for the fuel. The contract will then be sent to you by email. In some stations, you can also print it out from the machine. We advise you to carry out a vehicle inspection before leaving the station's parking lot to compare the vehicle's conditions as described on the documents with its actual condition.

2.3 What happens if I am late to retrieve the vehicle?

If you are late, please notify the Goldcar station from which you are retrieving the vehicle so we can guarantee its availability.

Goldcar will guarantee your booking for six (6) hours after the time stipulated in the Contract, within the station's opening hours. If Goldcar allows you to retrieve the vehicle outside the opening hours, you will be charged out-of-hours pick-up fees as detailed in the Tariff Guide.

Once the six (6) hours deadline has passed, if not having heard from you, Goldcar will consider that you have not shown up and may cancel the reservation under the conditions set out in Article 1.7. You will not get a refund for any prepaid amounts.

2.4 What happens if the vehicle is not available?

Although Goldcar guarantees the availability of a vehicle in the category booked, errors, accidents and technical malfunctions may occur and affect the availability of vehicles.

If no vehicle of the chosen category is available, you will be offered another vehicle. If it is of a higher category, you will only pay the price of the vehicle initially booked. If it is in a lower category, you will be charged the price of the lower category at the rate in force, or you will be refunded the price difference if you have already paid.

If you refuse the vehicle offered, you can cancel the booking free of charge and obtain a full refund.

2.5 Will the vehicle be inspected before departure?

You will be given an inspection report along with the car keys. It lists any apparent pre-existing damage to the vehicle and indicates the vehicle's mileage and fuel level on departure.

Goldcar does not guarantee the accuracy of the inspection report. When you sign it, you certify that it reflects the condition of the vehicle. It is consequently your responsibility to compare the vehicle's condition with the inspection report when you retrieve the vehicle. You must declare any damage not listed on the inspection report before leaving the station's parking either by contacting the agent or Goldcar's [Customer Service](#), with photographs to back up your claim. Likewise, if the vehicle is dirty, you must report it to the agent. If you fail to do so, you are considered to have accepted the vehicle in the condition described on the inspection report.

When you return the vehicle, the Goldcar agent carries out a new inspection and compares it with the departure inspection report. *Please refer to section VI for more details on this process.*

III. USING THE VEHICLE

3.1 How do I look after the vehicle?

You must take good care of the vehicle so as to return it in the same condition as when you retrieved it. You must take all necessary measures to protect it and use it appropriately. In particular, but not limited to, you must :

- Drive the vehicle in compliance with local laws and regulations. If you are driving outside your country of residence, make sure you know the applicable driving laws.
- Make sure that the luggage and personal effects carried in the vehicle are secure, and that they are not likely to injure third parties nor to cause damages to the vehicle.
- Not exceed the maximum number of passengers or load permitted for the vehicle.
- Take all necessary measures when a warning light appears on the dashboard.
- Set the alarm and lock the vehicle when parked or left unattended; and do not leave valuables in plain sight inside the vehicle. Goldcar is not responsible for personal items stolen from the vehicle.
- Use the proper fuel for the vehicle, as indicated on the car key and on the Contract. For electric or hybrid vehicles, you must only use the charging cable provided by Goldcar. You are liable for all damages caused by your use of the wrong fuel or charging cable. **Do not start the vehicle, and contact Goldcar's Assistance immediately.**
- Check fluid levels and tyre pressure.

During the rental, you are responsible for ensuring that the vehicle is in good condition. If repairs are required, please contact Goldcar's [Assistance](#) immediately. You must not modify the vehicle or have it repaired unless expressly authorised by Goldcar. If you have received such authorisation, you must pay for the repairs and request that the invoice be issued in Goldcar's name. If the vehicle is repaired or altered without Goldcar's consent, you will be charged for the cost of restoring the vehicle to the condition in which you retrieved it and for the immobilisation fees.

3.2 What are the prohibited uses of the vehicle?

Any improper use of the vehicle amounts to fault on your part. You will lose the benefit of optional covers and you will be liable for all damages. Without this list being exhaustive, the following uses are non-compliant and prohibited:

- Driving in areas unsuitable for traffic; off-road or on unpaved or poorly paved roads; or in areas prohibited to the public such as airports and other military or aeronautical zones.
- Driving under the influence of alcohol, drugs, narcotics or any other substance, legal or illegal, that may impair your or the Additional Drivers' driving ability.
- Driving the vehicle in a dangerous or negligent manner (as defined in Article 4.5); using the vehicle for illegal purposes or in any way infringing the driving laws and local provisions in force.
- Transporting goods or people for direct or indirect remuneration.

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- Transporting goods or substances that are dangerous, flammable, toxic, corrosive, radioactive or harmful to the vehicle and its occupants, except those lawfully used in everyday life.
 - Transporting goods that could damage the vehicle due to their nature, condition or smell.
 - Transporting living animals, except for domestic pets.
 - Pushing or towing another vehicle.
 - Tampering with the odometer. Goldcar must be notified immediately of any odometer malfunction.
 - Taking part in competitions, races, motorsport or using the vehicle for driving lessons.
 - Subletting, leasing, selling, assigning or transferring the vehicle in any manner, including allowing a third party to drive the vehicle.
 - Installing on the vehicle any equipment that is not supplied by Goldcar, in particular roof equipment. It is forbidden to carry any object on the roof, even if roof installations are present on the vehicle.
 - Smoking inside the vehicle.
 - Ignoring or neglecting warning lights on the dashboard. If a warning light comes on, please contact Goldcar's assistance.
 - Soiling the interior of the vehicle beyond what is due to normal and reasonable use of the vehicle.
 - Using the vehicle after the end of the rental period.

3.3 Can I drive outside the country where the vehicle was retrieved?

In order to drive the vehicle outside the rental country, you must pay the border crossing fees and only drive the vehicle in the authorised countries, as detailed in the Local Rental Terms and Conditions of the rental country. It is your responsibility to ensure the vehicle and your documents comply with local laws and regulations. You must comply with your contractual obligations even when travelling outside the rental country. Any breach of these provisions exposes you to the consequences described in Article 3.6.

If you do not pay the border crossing fees, you will no longer benefit from Goldcar's free assistance, and will be liable for all assistance and repatriation costs. A charge will also be applied as detailed in the Tariff Guide.

It is forbidden to drive in unauthorised countries.

If you put the vehicle on any ship :

- You remain liable for any damage caused during boarding and disembarking, while driving the vehicle. All covers still apply.
- When the vehicle is parked on the vessel during the crossing, and you are not in the vehicle, the insurance and covers no longer apply. You remain fully liable to Goldcar for all damage. You can then ask reimbursement to the carrier of the sums paid to Goldcar.

3.4 Who is responsible for tolls, parking and fines?

You are liable for all road tax, tolls and parking charges incurred during the rental period. You are also responsible for paying any fines imposed on you during the rental period.

Please note that some freeways have free-flow tolls with deferred payment. You must pay the toll within the time indicated on the signs at the toll plaza. Goldcar cannot be held responsible for your failure to pay and its consequences.

Fines are received by Goldcar, and we will designate you as the driver to the competent authorities. Your information is transmitted to the authorities in compliance with the applicable regulations on personal data. You must pay Goldcar the administrative costs of handling the fines. You will be sent an invoice for those costs.

If you believe the fine is a mistake or that you are not responsible for it, please contact Goldcar's [Customer Service](#). You can also contact the relevant authorities to challenge the fine. Your decision to challenge the fine does not release you from your obligation to pay the fine handling charges. You will be reimbursed this amount if the fine is cancelled or if it is established the fine is not attributable to you.

3.5 What happens if I exceed the mileage limit?

In some stations, a mileage package is included in the rental. This is the maximum number of kilometres you can travel with the rented vehicle over the rental period.

If you exceed this limit, you will be charged a fixed fee for each additional kilometre. *Please consult the rental country's Tariff Guide to know its amount.*

3.6 What happens if I breach my contractual obligations?

Any breach of your contractual obligations allows Goldcar, after prior formal notice by registered mail, to charge you a fee as set out in the Tariff Guide and to take legal action against you and to demand the immediate return of the vehicle.

Breach of your contractual obligations will result in forfeiture of the additional covers. You will then be liable for all damage to the vehicle, with no deductible (as defined in Article 4.3). Only third-party civil liability insurance will apply.

If Goldcar fails to fulfil its obligations, you may unilaterally terminate the Contract. You must immediately return the vehicle to Goldcar.

IV. CLAIMS: BREAKDOWNS, ACCIDENTS, DAMAGES, THEFT OR LOSS OF THE VEHICLE

4.1 Do I receive assistance during my rental?

You can contact Goldcar's [Assistance](#) service during your trip, at no extra cost, at any time, every day. For further details, in particular on the circumstances in which you will be charged for the assistance services, *please refer to the Local Rental Conditions.*

4.2 What should I do in the event of a claim (breakdown, accident, damage, theft or loss of the vehicle)?

In case of an incident, regardless of its type and severity, or when a warning light appears on the dashboard, please immediately contact Goldcar. If anyone is injured, please alert the authorities. Do not abandon the vehicle without having carefully and adequately marked and secured the area with the equipment provided in the vehicle's boot.

If the vehicle can be driven safely, please go to the nearest Goldcar station. The vehicle will be replaced if necessary. If the vehicle cannot be driven, please contact Goldcar's [Assistance](#).

If you fail to fulfil your obligations under this Article and the following, you will lose the benefit of the additional covers, except in the event of an event beyond your reasonable control. You will then be invoiced the full amount, with no deductible. The total amount may not exceed the vehicle's market value at the time of the incident.

If you do not respect the claim notification deadlines, you still benefit from additional covers, but Goldcar may ask for compensation proportionate to the damage it caused to Goldcar.

4.2.1 Specific provisions for each type of claim

Collision: Any collision must be considered an accident. Please inform Goldcar of the collision within five (5) working days of its occurrence, and duly fill in the "Accident report" and the damage report which can be found in the vehicle's glove box. These documents must be sent to Goldcar as soon as possible. They must be signed by all parties involved in the incident.

Theft of the vehicle: You must inform Goldcar of the vehicle theft immediately and you must lodge a complaint with the competent authorities within twenty-four (24) hours, and send a copy of the report to the nearest Goldcar station. You must also return the vehicle keys and documents within the same period if they have not been stolen.

Impounded vehicle: You must contact the local authorities to recover the vehicle. You are responsible for paying the corresponding fine and the costs of moving the vehicle. Goldcar is not responsible for these costs or for recovering the vehicle.

Minor breakdown (*radio, air conditioning, GPS, MiFi, broken window, horn, etc.*): You must go to the nearest Goldcar station

to obtain a replacement vehicle or accessory at no additional cost.

Loss of vehicle keys: Please report any loss or theft of vehicle keys to the Goldcar station where you retrieved the vehicle. To get another set of keys, you must go to the nearest Goldcar station. You will be charged for the value of lost keys and vehicle towing costs, unless you have taken out the Super Relax or Mega Relax cover.

Loss of vehicle documents: A charge will be applied.

Additional provisions may apply depending on the rental country. *Please read the Local Terms and Conditions of the rental country for further details.*

4.2.2 Mechanical breakdown of the vehicle

Goldcar undertakes to pay for major repairs to the vehicle during the rental period, i.e. those that prevent the vehicle from being driven safely, provided that they are not due to your wrongdoing and that you have complied with these terms and conditions.

Goldcar may ask you to pay the towing costs, and will then reimburse you once your responsibility has been excluded.

4.2.3 Replacement vehicle

In the event of an accident, vehicle theft, or where the vehicle cannot be driven anymore, Goldcar will provide you with a replacement vehicle. You must go to the nearest Goldcar station to retrieve it. The transportation costs to take you to the Goldcar station are covered with the Super Relax and Mega Relax covers.

If the nearest Goldcar station is more than a hundred (100) kilometres away from your location, Goldcar will try to provide you with a replacement vehicle via another rental company for a maximum period of forty-eight (48) hours to allow you to go to the nearest Goldcar station and retrieve a replacement vehicle.

Goldcar undertakes to look for a replacement vehicle with similar characteristics to the initial vehicle, but cannot guarantee that the replacement vehicle will be identical to it.

When Goldcar cannot provide a replacement vehicle, your booking is cancelled and you are reimbursed pro rata for the days you were unable to use the vehicle. If you placed the rental through a third-party website, you are not eligible for this refund from Goldcar. Please contact the third party to get information on their refund policy.

You must pay a security deposit when you retrieve the replacement vehicle, in the same conditions as when you retrieved the vehicle, unless you have taken out Super Relax or Mega Relax cover in which case only the fuel deposit is required.

4.3 What is a deductible?

A deductible is the maximum amount you must pay for **each** damage inflicted on the vehicle. If the cost of the damage exceeds the amount of the deductible, Goldcar will cover the amount in excess of the deductible. *Example: If the deductible is 1,100€ for bodywork damage, and you cause bodywork damage costing 2,700€ to repair, you must pay 1,100€ and Goldcar pays 1,600€.*

The amount of the deductible depends on the vehicle category and the covers purchased. *Please read the Local Terms and Conditions of the rental country for more details.*

4.4 How do compulsory insurance and additional covers limit my financial liability?

4.4.1 Third party liability insurance

All Goldcar rentals include third party liability insurance, which provides you with the coverage legally required by the law of the rental country. This insurance will indemnify third parties for bodily injury (including death) and damage to their property that you cause with the vehicle. Passengers in the rented vehicle are considered third parties and benefit from this insurance.

The insurance does not cover damage to you (the driver) or to our vehicle. When the damage is caused intentionally by the driver; during a prohibited use of the vehicle; or during an infringement of the driving regulations, the insurer may take action against you to obtain partial or full reimbursement of sums paid to third parties.

4.4.2 Goldcar's Basic Cover

All Goldcar rentals include the Basic Cover, which includes the Collision Damage Waiver (CDW) and Theft of Vehicle (THW) protections. Where these covers apply, you are only liable for damage up to the deductible amount specified in your Contract.

4.4.3 Additional covers

You can take out the Relax, Super Relax and Mega Relax additional covers to further limit or even exclude your financial liability and reduce the amount of the security deposit. You can only subscribe to the Mega Relax cover in addition to the Super Relax cover. These covers only apply for the duration of the rental.

CAUTION: If you have taken out additional covers with third-parties, or if you have insurance with your bank card, you will have to pay the full amount of the damage to Goldcar (up to the deductible amount, where applicable) and then request reimbursement from the third party that insures you. The terms and conditions of these covers and insurances are those of the third party.

The table below details the additional protection's coverage of claims. Any damage not listed in the table will not be covered by Goldcar, and you will be liable for its full cost. When your financial responsibility is subject to the payment of a deductible, you must pay the amount of the deductible as detailed in Article 4.3. The amount of the deductible applicable to your rental depends on the model of the vehicle rented and of the subscribed covers. It is detailed in your Rental Contract.

ENGLISH

WHAT IS COVERED WITH MY HIRE RATE?	BASIC CDW (with excess)	RELAX (deposit reduced to 300€)	SUPER RELAX (no excess)	MEGA RELAX (no excess)
🚗 ACCIDENT				
Underneath	from €800*	from €800*	✓	✓
Sump	from €500*	from €500*	✓	✓
Windows	from €150*	from €150*	✓	✓
Review mirrors	from €200*	from €200*	✓	✓
Wheel cap	from €30*	from €30*	✓	✓
Transport	from €50*	from €50*	✓	✓
Wheels/Tires	from €100*	from €100*	✓	✓
Vehicle shutdown per day	from €40*	from €40*	✓	✓
Stolen	Excess amount	Excess amount	✓***	✓***
Vehicle replacement	✓	✓	✓	✓
Crane	from €110*	from €110*	✓	✓
🔧 FAULT				
Lock	from €250*	from €250*	✓	✓
Clutch	from €600*	from €600*	✓	✓
Headlights	from €300*	from €300*	✓	✓
Motor	from €800*	from €800*	✓	✓
Radio	from €600*	from €600*	✓	✓
Review mirrors	from €200*	from €200*	✓	✓
Crane	✓	✓	✓	✓
Vehicle replacement	✓	✓	✓	✓
🔑 KEYS				
Copy	from €150*	from €150*	✓	✓
Shipping costs	from €20*	from €20*	✓**	✓
🚑 ASSISTANCE				
Without fuel	from €110* (crane only)	from €110* (crane only)	from €110* (crane only)	✓
Service refueling errors	from €290* (crane & clean)	from €290* (crane & clean)	from €290* (crane & clean)	✓*****
Rescue: <small>Unapproved roads, forest tracks, beach, etc.</small>	from €110* (crane only)	from €110* (crane only)	from €110* (crane only)	✓*****
Braking <small>of side window or rear window</small>	from €110* (crane only)	from €110* (crane only)	from €110* (crane only)	✓
Lost or damaged keys	from €110* (crane only)	from €110* (crane only)	from €110* (crane only)	✓
Emergency repair: <small>puncture or wheel change</small>	from €110* (crane only)	from €110* (crane only)	from €110* (crane only)	✓

*The customer is responsible for damages up to the maximum amount of the excess

**Without cost of sending the key to the nearest office (Taxes and crane not included)

***Not included in the regions of Campania, Puglia and Sicily

****Not included in the regions of Campania, Puglia and Sicily

*****Up to €500

This table reflects the minimum cost guidelines that are avitated in Annex I of the website www.goldcar.es/it

4.5 In which cases do I lose the benefits of the additional covers?

You lose the benefit of the additional covers and are liable for all damage and costs, with no deductible, in the following cases:

- You intentionally cause the damages, or they are caused by your wilful misconduct or your negligent use of the vehicle. Negligence is a behaviour that does not meet the standards expected of a reasonably prudent person in similar circumstances.
- Your use of the vehicle constitutes a breach of the driving laws or of the existing laws.
- Your use of the vehicle is intentionally in breach of the Contractual Documents.
- You do not fill in the accident report correctly or at all, or you do not return it to Goldcar within the specified time.

V. RETURNING THE VEHICLE

The vehicle must be returned with all keys, equipment, accessories and documents. It must be in the same condition as when you retrieved it, with the exception of normal wear and tear, as defined in Article 6.5.

5.1 When and where to return the vehicle

The vehicle must be returned at the time, on the date and at the location agreed on in the contract, during opening hours, on the station's allocated parking spots. You may not change the return time during the rental period unless you wish to extend the Contract, as *detailed in Article 1.11*.

In some Goldcar stations, you can return the vehicle outside the station's opening hours against payment of an additional fee. You accept, when taking out this option, that the agent carries out the return inspection in your absence. The provisions of Article 6.4 apply. You must:

- park the vehicle in the reserved parking spots; and
- fill in the damage report document by describing any incident or damage affecting the vehicle, and return it with the keys; and
- return the vehicle keys as indicated by the Goldcar agent.

We advise you inspect the vehicle and take pictures and/or videos of it once it is parked in order to prove its condition at return if needed. They must clearly indicate the date, time and location. Otherwise, it will be up to you to prove that the new damage is not your fault.

5.2 Can Goldcar require me to return the vehicle before the end of the rental period?

Goldcar may request the early return of the vehicle at any time during the rental period for various reasons, including vehicle maintenance or a manufacturer recall. Goldcar will provide you with a replacement vehicle at no additional cost.

5.3 What happens if I am late or if I do not return the vehicle?

Please always contact the Goldcar return station to let them know you will be late.

Goldcar tolerates a delay of twenty-nine (29) minutes from the time set out in the Contract, during which you will not be charged any additional fees.

After this time, Goldcar may consider you have unlawfully appropriated the vehicle through your unauthorized Contract renewal and may take any legal, civil or criminal action available, and may regain possession of the vehicle by any means without your authorisation if not having heard back from you. You will be charged for all costs incurred and suffered by Goldcar in connection therewith. You will also be charged:

- A day's rent for each day of non-return, at the rate in force at the return station, calculated in twenty-four (24) hour periods; **and**

- A fixed charge for each day of possession of the vehicle after the end of the rental period, corresponding to the operating loss suffered by Goldcar.

5.4 What happens if I return the vehicle early?

If you return the vehicle before the agreed date, you remain liable for the full rental price and cannot claim any reimbursement for the days during which the vehicle was not used.

5.5 What happens if I return the vehicle to a location other than the agreed Goldcar station?

5.5.1 Dropping off the vehicle in another Goldcar station

If you return the vehicle to a Goldcar station other than the one specified in the Contract, you will be charged an amount as detailed in the Tariff Guide.

5.5.2 Abandoning the vehicle

The vehicle is considered to be abandoned if you do not park it at the Goldcar station indicated in your Rental Contract, even if you return the keys to Goldcar. You will be charged a flat rate fee as detailed in the Tariff Guide.

Goldcar may take any legal, civil or criminal action against you, and may repossess the vehicle by any means without your authorization.

5.6 GPS tracking of the Goldcar vehicles

To improve the management of our fleet, protect the vehicle, prevent and detect offences, Goldcar has installed geolocation devices in its vehicles. Under no circumstances should you disconnect, steal or damage them, otherwise you will be charged a fee.

These devices collect information about the condition, performance, movements and operation of the vehicle, which may be used both during and after the rental. This information may include personal data about you. This data is processed in accordance with the Privacy Policy available at the following address: <https://www.goldcar.es/fr/politica-privacidad/>.

Depending on the vehicle, its manufacturer may offer multimedia applications and/or functions accessible from the vehicle's dashboard (e.g. calendar, video and audio streaming applications, entertainment, messaging, etc.) and may also allow you to download your own applications and/or content.

When you choose to use these applications or functions, you are free to determine what information you wish to share via these applications. You are also solely responsible for resetting them before returning the vehicle.

In this regard, you are required to :

- log out of your accounts from the multimedia applications and functions offered in the vehicle;
- end your sessions on these applications and functions offered in the vehicle ;
- delete and purge all your personal data from these applications and functions, including the dashboard, before returning the vehicle.

Goldcar accepts no responsibility for your failure to do so and shall not be liable for any subsequent use of your accounts and/or access to your data by third parties via such applications or features during any subsequent rental of the vehicle.

For more information on the conditions under which multimedia applications and functions can be reset and your data erased, consult the vehicle user guide available from the dashboard or the manufacturer's website.

Goldcar strongly recommends that you do not use these applications and/or features if you are unable to delete all of your personal information.

5.7 What fuel or battery level must the vehicle have when I return it?

5.7.1 Fuel

Goldcar offers two fuel systems. Both systems require you to pay a security deposit to cover the refuelling of the vehicle.

The **Full-Full system** is the default system for all rentals: you must return the vehicle with the same amount of fuel as indicated on the departure inspection report. If you return the vehicle with less fuel than on departure, the cost of the missing fuel and refuelling fees will be deducted from the fuel deposit. When you retrieve the vehicle, it is your responsibility to check that the fuel level indicated on the departure inspection is accurate. Any discrepancies must be reported to the Goldcar agent prior to departure.

The **Smart Return system** allows you to return the vehicle without a full tank. The cost of the missing fuel is deducted from the fuel deposit. You will not be charged any refuelling fee. *Please refer to the rental country's Tariff Guide to know this option's rate.*

The cost of missing fuel is calculated according to the price per litre of fuel displayed in the station, the tank capacity and the type of fuel. *To know the amount of the refuelling costs, please refer to the rental country's Tariff Guide.*

5.7.2 Electric vehicles

Goldcar will do its best to ensure the vehicle has a minimum battery level of 80% at retrieval. No minimum battery level is required on return.

You must charge the vehicle using the cable supplied by Goldcar. If you use an unsuitable cable, you will be charged for any damage caused to the vehicle.

Any use of public charging stations must comply with their terms and conditions.

5.7.3 Hybrid vehicles

The hybrid vehicle will be provided to you with a full tank of fuel. Goldcar does not guarantee any level of charge.

At the time of return, the provisions of the previous sections apply: no battery level is required, and the vehicle must be refuelled, unless you have subscribed to the Smart Return fuel system.

VI. DAMAGE EVALUATION PROCEDURE

6.1 How is the return inspection made?

In accordance with the Contractual Documents, you must return the vehicle in the same condition in which you retrieved it. The return inspection checks the state of the vehicle when you return it.

It is carried out by the Goldcar agent in your presence. It compares the vehicle's condition on departure and on return. Any damage to the vehicle, its equipment and accessories that does not appear on the departure inspection document is noted and presumed to be your fault. The agent may take photographs and videos of the damages.

The odometer and fuel level are also checked to ensure you have not exceeded the fixed mileage (if applicable), and that you have returned the vehicle with the level of fuel required in the Contract.

The Goldcar agent may ask you to hand in a sworn statement describing any accident that occurred during the rental, or certifying that no accident occurred. In the event of false declarations or omissions, Goldcar may charge you a fee. *Please refer to the Tariff Guide for the fee amount.*

6.2 What happens if no damage is found?

If no damage nor new damage has been found during the return inspection, the Goldcar agent will hand you the final invoice and the return inspection document. Once you have signed it, the rental ends.

6.3 What happens if damage is found with the agent?

Goldcar has drawn up a Damage Estimation Matrix for light damages. Light damage is any damage that incurs during the rental period which, in our reasonable opinion, does not require immediate repair for safety, mechanical or cosmetic reasons. Wear and tear damages (as defined in Article 6.5) are excluded from this definition.

The Matrix defines the amount invoiced for each damage according to its type, its extent and the category of the vehicle. The invoiced amounts are an estimate of the cost of repairing the vehicle, based on the prices applied by our suppliers and the automotive industry. *The Matrix is available in the appendix.*

You are liable for any damage you caused and for damages resulting from a collision you are not liable for when you do not fill in and return the accident report (except for events caused by third parties or by natural forces and that cannot be considered driving accidents).

- If you recognise that you are liable for the damage, you must sign the return inspection report and agree to be charged on the deposit for the amount indicated in the Matrix. If it exceeds the deposit amount, the latter will be cashed in full and an invoice will be issued for the remainder of the sums due, that you will be asked to pay for at the station.
- If you dispute the damage and refuse to sign the inspection report, the procedure in Article 6.6 applies.

If the damage is not listed in the Matrix, the cost of repair will be evaluated by an independent expert. The cost of repair includes loss of use for the period during which the vehicle is immobilised for repairs. The loss of use is a charge to take account of our loss of rental income while it is being repaired, an item is being replaced, the vehicle is being professionally cleaned, while it has been seized, or for a vehicle which is a wreck. We calculate the loss of use charge on the basis of the daily rental rate set out in your Rental Agreement.

Goldcar will then email you a copy of the Contract, the two inspection reports, photographs of the damage and the invoice estimating the cost of the repairs and the damage management fee. You have fourteen (14) days from the date on which the documents are sent to dispute the amount of the damage or your liability, in accordance with the terms of Article 6.6.

If an independent expert considers that the damages are so important that the reparation costs would exceed the vehicle's value and/or that it is impossible to repair the vehicle, the vehicle will be declared a wreck. You will therefore be required to compensate Goldcar for the value of the vehicle prior to the loss, plus all costs incurred (towing, immobilization, ...), less the selling price of the wreck.

If you have taken out the Super Relax or Mega Relax covers, the procedure applies but you are not liable for the damage amount, except when excluded. If you have taken out the Relax cover or if you have not subscribed any additional cover, you will only be liable for the cost of repairs up to the deductible amount. These provisions do not apply if the damage is due to your wrongdoing or negligence, in which case the deductible no longer applies.

6.4 What happens if the inspection is carried out by the agent himself ?

If you return the vehicle outside opening hours or if you refuse to carry out the inspection with the agent, it will be done by the agent alone.

Goldcar will then email you a copy of the Contract, the two completed inspection reports, photographs and videos of any damage and the estimated or final invoice, depending on the type of damage found. You have fourteen (14) days from the day the documents are sent to contest the damage amount or your liability, in accordance with Article 6.6.

6.5 What damage will I not be billed for?

Damage due to force majeure or to normal wear and tear of the vehicle will not be invoiced.

Normal wear and tear is the unavoidable deterioration of the vehicle that occurs even if you take good care of it. The following damages are considered to be normal wear and tear:

- scratches caused by small stones or scratches less than 5 centimetres long
- dents in metal or plastic that are less than 5 centimetres in diameter and do not require the vehicle to be repainted
- scratches or dents less than 2 centimetres long on the windows
- any damage to the interior of the vehicle less than 0.5 centimetres long

Similarly, you will not be billed for damage caused by an accident with a third party if you are not at fault. They are covered by the third party's insurance.

6.6 How can I dispute the damages I have been billed for?

You have fourteen (14) days from the date the documents are sent to contest the inspection report. You will not be charged any additional costs for contesting it.

You must provide proof that :

- The amounts invoiced are inadequate, for instance by requesting a second opinion from an approved expert; and/or

· You did not cause the damages, for instance by showing photographs you took before departure proving the pre-existing nature of the damage.

If you fail to contest the damages or your liability within this delay, or if your dispute is rejected by Goldcar's Customer Service, the estimative invoice becomes final and you will have to pay Goldcar the sums dues. You may then initiate any amicable and legal procedure available to you to contest the charge. *Please read Article 7.2 and the Local Rental Terms and Conditions of the rental country for further details.*

6.7 Can I reclaim personal effects left in the car?

Goldcar is not responsible for personal belongings forgotten, stolen or lost in the vehicle. However, Goldcar undertakes to notify you if any personal effects are found in the vehicle after it has been returned.

If you forget a personal item in the vehicle, you have fifteen (15) days to claim it by contacting Customer Service. After this period, the personal items will be considered abandoned. You are responsible for the shipping costs for you personal belongings.

6.8 What fees may Goldcar charge me for?

You may be charged fees in the event of failure to comply with the Contractual Documents or damage to the vehicle. They are charged in addition to the cost of any repairs to the vehicle. You will be sent an invoice before you are charged any fees. *Please read the Tariffs Guide to know the charges and fees amounts.*

You may dispute them within the terms of Article 7.2 and of the Local Terms and Conditions of the rental country.

6.9 When and how will I receive my invoice?

By renting a Goldcar vehicle, you agree to pay the rental price, the options purchased, and any additional costs.

The invoice is available at <https://www.goldcar.es/fr/facturacion/facturacionelectronica/> from the moment the vehicle is returned. You may also ask for a paper invoice at the counter, free of charge. Some costs may not be known or calculated at that time, in which case they will be invoiced at a later date (e.g. *damages requiring expert appraisal, hidden damages, fines, etc*).

The deadline for payment is indicated on the invoice. If you fail to meet the deadline, Goldcar may charge your bank card with all the sums due and may take all available legal civil and criminal action to recover the sums due.

VII. DISPUTE RESOLUTION

7.1 How do I contact Customer Service?

If you would wish to obtain information, report an incident or make a complaint, please contact Customer Service by [phone](#) or by [email](#).

7.2 Dispute resolution

In case of a dispute, we advise you to first contact Goldcar's Customer Services, who will try to respond to your request.

In application of legal provisions in force, Goldcar's liability is limited to damages resulting directly and immediately from its wrongdoing. Goldcar is not liable for damages to persons or property, including economic loss suffered by you or third parties, where such damage results from a manufacturing defect in the vehicle. Only the vehicle manufacturer may be held liable in such case.

European Union residents who have made an online booking with a Goldcar station located in the European Union may refer the matter to a mediator using the European Commission's online dispute resolution platform at the following address: <https://ec.europa.eu/consumers/odr/>, in accordance with Regulation No. 524/2013/EU. Mediation is not compulsory.

You can also submit your claim directly to the European Car Rental Conciliation Service (ECRCS) (<http://www.ecrcs.eu/fr/accueil.aspx>) when the rental country is different from your country of residence.

Alternatively, you may wish to pursue Goldcar through formal legal action at your disposal.

All communications and documents relating to the Agreement or to a dispute with Goldcar will be sent to the email address or

postal address you provided in the Contract. Please immediately inform Goldcar of any change to your email or postal address.

Additional legal remedies may be available depending on the rental country and your country of residence. Please read the Local Rental Terms and Conditions of the rental country for further details.

7.3 Applicable law and jurisdiction

The Contractual Documents are governed by the law of the rental country. *For example, if you retrieve the vehicle in France, French law applies.* You always benefit from the legal protections of your country of residence during the reservation process.

You can take your case to the courts of your country of residence or of the rental country.

VIII. MISCELLANEOUS

8.1 Modification of the Rental Terms and Conditions by Goldcar

Goldcar reserves the right to modify these Terms and Conditions at any time, without notice, at its sole discretion.

If the Rental Terms and Conditions are modified during your rental period, your rental will remain subject to the Rental Terms and Conditions in force at the time the booking was made, which are sent in the booking confirmation email.

The Rental Terms and Conditions and the Local Terms and Conditions are accessible at all times at <https://www.goldcar.es/en/tc/>.

8.2 Terms autonomy

If one of the terms becomes illegal or void for any reason, the other terms remain valid and continue to apply, unless they are rendered null and void without the invalidated clause.

8.3 Code of Conduct

Leaseurope has published a code of conduct for the car rental industry. Goldcar undertakes to comply with the code of conduct. You may obtain a copy at the following address: www.leaseurope.org.

VIII. PERSONAL DATA - GDPR

The performance of the Contract, compliance with Goldcar's legal and regulatory obligations and the monitoring of our relationship require us to retrieve and process personal data concerning you and any Additional Driver(s). This data may be processed in a number of ways, as detailed in our Privacy Policy, which can be accessed at the following address: <https://www.goldcar.es/fr/politica-privacidad/>.

Goldcar retains your personal data for the time necessary to fulfil the purposes mentioned above.

The recipients of the data retrieved are the companies and stations of the Europcar group, their franchisees and partners as well as the competent authorities, particularly in the event of a traffic offence committed during your rental. The recipients of your personal data may be located within or outside the European Union. In the event of transfer of data to a recipient located in a country whose legislation relating to the cover of personal data does not provide for an adequate level of cover within the meaning of the regulations relating to data cover, Goldcar implements appropriate safeguards within the meaning of these same regulations.

In accordance with applicable law, you have the right to access, rectify and delete data concerning you, the right to object to the processing of your data, the right to the portability of your data and the right to organise what happens to your personal data after your death. You can exercise these rights by sending your request by letter to the following address : Goldcar Customer Service 13 ter Boulevard Berthier - 75017 Paris, France or by email to dpo@goldcar.com. You may also contact Goldcar's Data Protection Officer at this address.

You also have the right to lodge a complaint with the competent data protection authority, whose designation and contact details are indicated in Article 9 of the Local Rental and Conditions of your rental country. We invite you to contact us using the contact details above stated before making any complaint to the competent authority.

For more information, we invite you to consult Goldcar's Privacy Policy, which can be accessed at the following address:

<https://www.goldcar.es/en/politica-privacidad/>.

LOCAL RENTAL TERMS AND CONDITIONS FRANCE

These Local Rental Terms and Conditions apply to all rentals taking place on French territory. You hire a vehicle from Goldcar France SARL, registered under number 751 805 649 (RCS de Paris), with its registered office at 13 ter boulevard Berthier, 75017 Paris, France; VAT number FR22751805649.

They take precedence over the Rental Terms and Conditions in the event of any conflict.

The prices listed in this document include all applicable taxes.

1. Quotation

Before signing the contract, you can obtain a free booking quote from the Goldcar website or at the station's counter. It summarises the features of the rental you have searched and selected. The quote is valid for thirty (30) minutes only. After this period, Goldcar can no longer guarantee the prices shown on the quote, nor the availability of the vehicle.

2. Provisions on the possession of a driver's license and the minimum age

You must have held a driving licence for at least one (1) year to hire a Goldcar vehicle in France and you must be **twenty-one (21) years old**.

A young driver surcharge will be added for each driver holding their driving licence for less than four (4) years or being younger than twenty-five (25) years old on the day of hire.

3. Cross-border travel

By paying the border crossing fee, you can drive the vehicle in the country of hire and all authorised countries (hereinafter the "Territory"). The authorised countries are : Andorra, Italy, Monaco, Portugal, Spain and Switzerland.

If you have paid the cross-border fees, you benefit from the additional covers throughout the Territory. If you travel in the Territory without paying the border crossing fee or if you travel outside the Territory, you are liable for all assistance fees and the repatriation costs.

4. Crossing to Corsica

If you make a sea crossing with the vehicle to Corsica, you must pay for Corsica Cover. If you fail to pay the costs associated with this cover, you will no longer benefit from free assistance and will be liable for all the costs of assistance and repatriation of the vehicle from Corsica. A penalty will also be applied in accordance with the Tariff Schedule.

5. Winter equipment provisions

Decree n°2020-1264 of 16 October 2020 requires winter equipment (chains or snow tyres) to be worn when driving in mountainous regions of France every year from November 1st to March 31st. It is your responsibility to check whether the area you are visiting is subject to these requirements.

Failure to comply with these provisions may result in a fine of 135.00€ and the immobilisation of the vehicle. Goldcar cannot be held responsible for your failure to comply with these provisions.

Winter equipment is available at the Goldcar stations in Toulouse and Nice only, depending on its availability. As the equipment will not be installed on the vehicle by Goldcar, you are liable for its installation.

6. Assistance

Assistance services are provided by Assurima - SA with capital of 6,200,000€, registered under number 481 514 149 RCS Niort, with registered office at 118 Avenue de Paris - CS 40 000 - 79033 NIORT (hereinafter "Assistance").

Assistance is free of charge in mainland France and Corsica. If you pay the border crossing fees, you also benefit from this service in the Territory, as detailed in Article 3. If you travel outside the Territory or if you do not pay the border crossing fees, the Assistance will only take care of the vehicle and its repatriation. It will not provide any personal assistance to you.

Assistance is available for the following claims only:

- Mechanical breakdowns (lock, clutch, headlights, engine, radio, mirrors)
- Electric breakdown
- Electronic breakdown

-
- Hydraulic breakdown
 - Accidents (rocker panels, carter, windows, mirrors, hubcaps, wheels, wheel rims, towing)
 - Fire damage
 - Floods
 - Climatic events
 - Theft and attempted theft
 - Vandalism
 - Glass breakage
 - Tyre punctures
 - Misfuelling or running out of fuel or electricity
 - Loss, theft or damage to vehicle keys, or leaving the keys inside the vehicle
 - Phone assistance.

Services related to running out of fuel, misfuelling, breakdown assistance on roads unsuitable for driving, broken side or rear windows, lost or damaged keys, punctured tyres and wheel changes are provided by Assistance subject to payment of a fee. If you take out Mega Relax protection, you are exempt from paying these fees up to 500 euros.

6.1 Assistance services

The vehicle assistance services are as follows:

- Breakdown assistance in the event of vehicle immobilisation.
- Towing : Arranging towing and paying towing costs if the vehicle is immobilised and cannot be repaired on site. The vehicle will be towed to the nearest Goldcar station, within a radius of 150 kilometres from the site of the accident. If there is no Goldcar branch within 150 kilometres, the vehicle will be towed to the nearest Europcar branch.
- Rapid repair of the vehicle : on Saturdays, Sundays, nights or public holidays, up to a limit of 200,00€ (incl. VAT) in France and 300,00€ in the Territory. Only the following repairs are covered: battery, accessory belt, wheel and tire repair and replacement, tank emptying in the event of misfuelling, tailgate repair. Rapid repair also is available within working hours for tire replacement and wheel repair.
- Repatriation of the vehicle from abroad : in the event of mechanical breakdown, accident, fire, theft or attempted theft, vandalism or misfuelling. The vehicle is transported to the nearest Goldcar station in France.
- Repatriation of the vehicle from France : Towing of the vehicle to the nearest Goldcar station in France if you are unable to drive the vehicle due to illness, bodily injury, your death or the immediate withdrawal of your driving license or any criminal offence disqualifying you from driving; provided there is no Additional Driver authorized to drive the vehicle.
- Replacement vehicle : Loan of a replacement vehicle in the event of immobilisation of your vehicle. Goldcar does not guarantee that the replacement vehicle will be of the same category or meet the same technical specifications as the rented vehicle. You are responsible for all fuel and toll costs.

Personal assistance services in the event of the vehicle immobilization are as follows:

- On-site waiting: If the return home or the continuation of the trip cannot be arranged on the day of the incident due to availability issues or because the incident occurred at night; or when no Goldcar station can provide you with a replacement vehicle, the cost of accommodation is covered up to 85.00€ incl. VAT in France and 120.00€ incl. VAT in the Territory per person, for one night maximum. The cost of a connecting cab from your domicile or from the departure station is also covered, with a 50 kilometres deductible.
- Repatriation (cannot be combined with Continuation of trip): If no replacement vehicle can be provided, transportation to your domicile in France or to the rental station of departure is borne for you and your passengers covered by assistance. In addition to the connecting cab, we will pay for :
 - A 2nd class train ticket (or, if unavailable, a 1st class train ticket) or an economy class plane ticket if the train journey takes more than six (6) hours, up to a maximum of 200.00€ per person, incl. VAT; or
 - Taxi fare up to a maximum of 200.00€ incl. VAT per beneficiary; or
 - If no means of repatriation is available, one night hotel accommodation under the same conditions as for On-site Waiting. A new repatriation search will be made the following day.
- Continuation of trip (cannot be combined with Repatriation): If no replacement vehicle can be provided, transportation to your destination is borne for you and your passengers covered by assistance, up to a maximum of 200.00€ per person, incl. VAT. If pursuit of the trip is impossible, the accommodation cost for one night for you and your passengers is covered up to 85.00€ incl. VAT in France and 120.00€ incl. VAT in the Territory, per person. The taxi fare

is covered. A new search for the continuation of the trip will be made the following day.

- Connecting cab to a Goldcar station: when a replacement vehicle is made available to you by a Goldcar station close to the incident location, the cab fare to the Goldcar station is covered.

The Assistance may require that you pay for all expenses, which will be reimbursed at a later date. Please keep the invoices as proof of these expenses. The reimbursement request shall be sent to the address provided by the Assistance, or to Goldcar's [Customer Service](#).

6.2 Exclusions

Incidents caused by your wilful infringement of local legislation or of Goldcar's Terms and Conditions will not be covered, except for driving under the influence of alcohol or drugs. Likewise, expenses you incur without the agreement of our Assistance or Customer Service are not covered, except in cases of force majeure.

The following claims are not covered:

- Losses incurred while practicing sports on a professional basis or as part of sporting competitions (rallies, trials, races).
- Expenses related to the immobilisation of the vehicle by the police or legal immobilisation of the vehicle (sequestration), to customs and to the storage of the vehicle.
- Problems and breakdowns involving the vehicle's air-conditioning, immobiliser and alarm systems, when they do not immobilise the vehicle.
- Bodywork problems or damages that do not immobilise the vehicle.
- Any damage caused when you used the vehicle to transport goods or persons against payment of a fee.
- Transported goods and animals.
- Any incident caused by equipment not installed by professionals (with the exception of snow chains).

Any intentional misrepresentation will result in the loss of your right to assistance. It is up to Assistance to establish the fraudulent nature of your declaration.

6.3 Claims

If you have any claim regarding the Assistance services, you should first contact Goldcar's [Customer Service](#).

If you are not satisfied with Goldcar's answer, you can contact Assurima's Customer Service at www.ima.eu or by post at 118 avenue de Paris - CS 40 000 - 79 033 Niort Cedex 9. The Consumer Service will acknowledge receipt of your complaint within ten working days of its receipt, and will respond within a maximum of two months.

If the disagreement persists, and after receipt of the response from the Customer Service or in the absence of a response within the statutory period, you may refer the matter to the Insurance Mediator at www.mediation-assurance.org or by post at the following address: La Médiation de l'Assurance - TSA 50110 - 75441 PARIS CEDEX 09. Requests to the mediator must be made within one year of the date of the written request to the Customer Service.

7. Vehicle ownership

Goldfleet SAS and Securitifleet SAS are or will be the owners of a substantial part of the fleet leased by Goldcar France SARL to its customers, and have granted a pledge over their vehicles to Crédit Agricole Corporate and Investment Bank and its successors and assignees, in particular the FCT Sinople Finance securitization fund, in accordance with Articles 2333 et seq. of the French Civil Code. For the purposes of this pledge, Goldcar France SARL has been designated as an "agreed third party" in accordance with Article 2337 of the French Civil Code.

Consequently, any return of a vehicle by a customer of Goldcar France SARL must be made to Goldcar France SARL in its capacity as an agreed third party or, where applicable, to any other entity that may be substituted for it in this capacity and under no circumstances to Goldfleet SAS or Securitifleet SAS.

If you rent a vehicle from a Goldcar franchisee, the Contract is concluded between the franchisee and you. It will be subject to these General Terms and Conditions, but all obligations on Goldcar will be borne directly by the franchisee. The franchisee's vehicles do not belong to Goldfleet SAS and Securitifleet SAS.

8. Customer service

For any information requests, claims or complaints concerning a vehicle rental in France, you may contact Goldcar's Customer Service at frcustomerservice@goldcar.com. French-speaking and English-speaking advisers will answer your questions.

9. Consumer mediation

You can refer any dispute with Goldcar about a vehicle rental in France to a consumer mediator, free of charge. The mediator appointed by Goldcar is an independent, impartial, diligent and competent third party.

From October 1st, 2023, recourse to an alternative dispute resolution method will be mandatory for disputes where the sum

at stake does not exceed 5,000.00€ ([Article L. 750-1 of the Civil Procedure Code](#)). Otherwise, disputes of this type cannot be brought before the courts.

To begin the mediation process, you must first send a written complaint to Goldcar's Customer Service, by email or letter. If you are not satisfied with the response, or if you have not received a response after one (1) month, you may refer the matter to the mediator. The referral must be made within one (1) year of submitting your request to Customer Service. If these conditions are not met, the complaint will be declared inadmissible by the mediator.

Please contact :

Mobilians Mediator

43 bis route de Vaugirard

CS 80016

92197 Meudon CEDEX

Or by email: mediateur@mediateur-mobilians.fr

Please consult MOBILIANS' conditions to bring a dispute to the mediator.

Mediation decisions are not binding. If mediation fails, or if you are not satisfied with the decision, you can take your case to the courts.

10. Complaints about your personal data

You have the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL) by mail at : CNIL - Service des Plaintes - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07 or by filling in the dedicated form on CNIL's website at : <https://www.cnil.fr/fr/plaintes>.

11. Opposition to cold calling

To oppose cold calling, you can register to Bloctel, free of charge, at www.bloctel.gouv.fr ; or by post to : Worldline - Service Bloctel - CS 61311 - 41013 Blois cedex.

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