

# GENERAL RENTAL TERMS AND CONDITIONS

## WOODY VAN

### Effective from 26 April 2021

#### ARTICLE 1 – GENERAL/DEFINITIONS

These General Rental Terms and Conditions (referred to hereinafter as the "GRTC") exclusively govern the vehicle rental service (referred to hereinafter as the "Service") by the EHV company, under the trade name WOODY VAN, a simplified single shareholder company with €8,000 in capital, registered in the Bayonne Trade and Companies Register under No. 898 646 021 000 11 and whose registered office is located at 314 Rue Larre Lore, 64310 ASCAIN (France) (referred to hereinafter as "WOODY VAN").

The Service offered by WOODY VAN is available by registering on the website [www.woody-van.com](http://www.woody-van.com) (referred to hereinafter as the "Website").

For the purposes hereof, it is agreed that the persons having access to the WOODY VAN platform, generally called the "renters", are individual persons acting in a non-professional capacity. These GRTC are systematically given to the Renters before the rental commences as well as in the confirmation email. They are also available at any time on the Website, in their latest version.

These GRTC are established in accordance with Article L. 111-1 of the French Consumer Code concerning Renters who may be considered as consumers by French regulations, on the date of their registration on the Website. They therefore determine the rights and obligations of WOODY VAN and Renters (referred to together as the "Parties", and individually as the "Party") under the various subscription methods for the Service offered on the Website.

By merely validating his/her Rental, the Renter declares that he/she has read, understood and accepted without reservation the entirety of these GRTC, which are only valid in French. Only the acceptance of the GRTC allows the Renter to access the services offered on the Website. The signing of the pick-up and drop-off reports also confirms the Renter's unreserved acceptance of these GRTC.

These GRTC are applicable in their terms on the day the Rental commences. They may however be modified at any time.

The Website is the property of WOODY VAN in its entirety as well as of all the rights pertaining thereto. Any copy, in whole or in part, is consequently systematically and strictly forbidden. However, hypertext links towards the Website are authorised if they aim to promote it.

The Renter also undertakes to comply strictly with the terms herein.

For the purposes hereof, it is agreed that the following terms shall have the meaning given to them by the Parties:

- **Rental:** means the rental agreement concluded between WOODY VAN and the Renter following the Renter's acceptance of WOODY VAN's rental proposal. This agreement consists of these GRTC, the special conditions of WOODY VAN's rental proposal, the pick-up and drop-off reports, excluding any other document, statements, negotiations, commitments, verbal or written communication, acceptance, agreements or prior deals between the Parties, concerning the same subject.
- **Vehicle:** means the different types of equipped vehicles offered for hire by WOODY VAN. To date, WOODY VAN offers the following types of vans – Woody Van "Authentique" and Woody Van "Atypique", in accordance with their description on the Website.

All other vehicles are excluded from this agreement. The Vehicles are equipped with the accessories and camping equipment as detailed on the Website as well as those accessories made compulsory by regulations.

#### ARTICLE 2 – LEGAL CAPACITY

By registering or accessing any content or material made available by WOODY VAN through the Services, the Renter enters into a legally binding contract with WOODY VAN.

To be eligible to access the Services, the Renter must:

- Be an individual person of legal age, at least 21 years old;
- Have full legal capacity;
- Hold a valid driving licence for at least 3 years at the date of the Rental contract.

The following are considered to be valid driving licences for the Rental:

- A driving licence issued in France;
- A driving licence issued by a Member State of the European Economic Area (Member States of the European Union, Iceland, Liechtenstein and Norway);
- A driving licence issued by a country outside the European Union, provided that it includes a photo and is written in French or is accompanied by an official translation;
- An international driving licence, provided it is accompanied by a national driving licence.

The following documents are not accepted to pick-up the Vehicle:

- A "blank" or restricted licence;
- A declaration of loss or theft of the driving licence.

The Renter is presumed to be the sole driver of the rented Vehicle. Any additional driver must meet the same conditions. Only the driver or drivers declared to WOODY VAN are authorised to drive the Vehicle.

WOODY VAN reserves the right to refuse the Rental (without being obliged to state reasons for this refusal and without possible recourse or compensation) by anyone who does not meet the conditions above. Said refusal constitutes cancellation of the Rental by the Renter's fault as laid down under Article 6.3 of these General Rental Terms and Conditions.

When picking up the Vehicle, the Renter and any additional driver must present the following to WOODY VAN:

- A valid identity document (ID card or passport only);
- Proof of address less than 3 months old;
- A third-party personal liability insurance certificate less than 3 months old in the Renter's name;
- A valid driving licence as specified above.

#### ARTICLE 3 – REGISTRATION ON THE WEBSITE

Access to the Service is solely via the Website. However, it is still possible to contract Rentals in a branch or by telephone in the event of difficulties encountered on the Website.

To register on the Website, the Renter must fill in the various fields of the registration form on the Website and confirm his/her registration.

For proper administration of registration on the Website and Rental management, the Renter must fill in a form including his/her personal data. The information provided to WOODY VAN must be true and correct. The Renter must ensure their accuracy and compliance when registering.

The Renter is informed and accepts without reservation that in order to facilitate his/her registration on the Website, personal data is collected (Surname – First name – Date of birth – Marital status – Valid email – Valid telephone number – Postal address). This data is essential for the Service to function properly.

The Renter agrees to inform WOODY VAN forthwith of any change to the information provided at the time of registration on the Website and in particular, any change of type of payment or postal address, email address and telephone number.

In the event of erroneous data sent, WOODY VAN cannot be held liable by the Renter. Furthermore, the sending of erroneous data authorises WOODY VAN to cancel the Rental due to the Renter's action, in accordance with these GRTC and without compensation to the Renter.

WOODY VAN agrees not to share the information with third parties.

#### ARTICLE 4 – VEHICLE RENTAL

**Vehicle rental is reserved for Renters who meet the prerequisites set out in Article 2 of these Terms and Conditions. WOODY VAN reserves the right to refuse rental to any person who has proceeded with the Rental subscription in breach of said article.**

#### 4.1 RENTAL SUBSCRIPTION

By connecting on the Website, the Renter chooses the Vehicle corresponding to his/her needs and specifies the desired rental dates in the search tab. Rental offers are then submitted to him/her by WOODY VAN.

The Rental subscription is then completed by the Renter accepting the rental offer. Acceptance of a rental offer implies unreserved acceptance of these Terms and Conditions and payment of a 50% deposit of the rental price including VAT. The balance of the rental price is due no later than the pick-up day of the Vehicle.

The rental offer accepted by the Renter constitutes special conditions which are in addition to these Terms and Conditions. Only the provisions of the rental offer accepted by the Renter that are contrary to or deviate from these Terms and Conditions may prevail over these Terms and Conditions, with the exception of any other.

The Rental subscription is also possible at the WOODY VAN office located at 314 rue Larre Lore – 64310 Ascaïn, France or by phone at +33 (0)7 67 85 16 77 in case of problems.

Once the Rental subscription has been validated, WOODY VAN will send a confirmation by email to the Renter (to the email address provided by the Renter when he/she registered on the Website). WOODY VAN recommends that the Renter keep this email and/or prints it.

The rental is subject to receipt of the deposit payment and the balance paid by the Renter, and the submission of the supporting documents requested at the time of pick-up.

#### 4.2 RENTAL PERIOD DURATION

The Rental is contracted for the period mentioned in the offer accepted by the Renter.

It is at least:

- 7 calendar days between the beginning of the second half of June and the end of the first half of September inclusive;
- 3 days between the second half of April and the first half of September inclusive;
- 2 calendar days during the rest of the year.

The duration of the rental can be extended at the request of the Renter subject to availability of the Vehicle and payment of additional rental fees. WOODY VAN is in no way obliged to accept the Renter's extension request.

#### 4.3 VEHICLE PICK-UP

Pick-up of the Vehicle by the Renter shall take place on the dates and times agreed in the rental confirmation. Unless specifically agreed otherwise in writing and in advance by WOODY VAN, and in exchange for any additional costs, the pick-up shall normally take place at the office located at 314 rue Larre Lore – 64310 Ascaïn, France on Mondays from 9am to 1pm, on Tuesday through Friday from 9am to 6pm, on Saturdays from 9am to 1pm (or from 9am to 6pm in July/August) and on Sundays from 2pm to 6pm. The office is, however, closed on Sundays in July/August.

When picking up the Vehicle, the Renter and any additional driver must solemnly swear that their driving licence is valid and that it has not been suspended, restricted or cancelled.

Pick-up of the Vehicle is effective as soon as the pick-up form has been signed by WOODY VAN and the Renter. It entails the transfer of the legal custody to the Renter. The Renter becomes the exclusive guardian of the Vehicle and assumes sole responsibility in accordance with the provisions of Article 1384 of the French Civil Code.

Said document, drawn up by both parties, shall be deemed as proof when the Vehicle is returned. It certifies that the Vehicle made available is in accordance with the agreed Rental, that it is in good working order and in good condition. It confirms the date, time and location of the actual pick-up of the Vehicle. It also indicates the number of kilometres travelled by the Vehicle at the time of pick-up.

It also certifies the completeness of the equipment and accessories provided as part of the Rental and to be returned when the Vehicle is returned. Failure to do so will result in additional charges being incurred. The list of equipment is contained in the Van Directory provided to the Renter in the Vehicle. It is the

Renter's responsibility to make any observations in writing in said document. Failing this, the Renter cannot rely thereon when returning the Vehicle.

When the pick-up of the Vehicle occurs independently, without the presence of WOODY VAN, the Renter shall be deemed as having accepted the pick-up form without reservation, which is sent to him/her beforehand. Where necessary, it is up to the Renter to contact WOODY VAN by phone at +33 (0)7 67 85 16 77 before the actual pick-up of the Vehicle in order to give his/her observations and confirm them, with supporting photos, by email to the following address [serviceclient@woody-van.com](mailto:serviceclient@woody-van.com) no later than one hour after the pick-up time agreed in the Rental agreement. Failing this, any additional observations will not be taken into account. The date and time of the transfer of legal custody are those agreed in the Rental contract.

If the Renter takes the Vehicle without signing the pick-up form, he/she is deemed as having accepted the terms of the pick-up form. The date and time of the transfer of legal custody are those agreed in the Rental contract.

Failure to respect the Vehicle pick-up time will not result in the return time being shifted, without WOODY VAN's prior and express consent.

WOODY VAN cannot be held responsible for a delay in the Vehicle pick-up resulting from the incomplete or inaccurate nature of the information provided by the Renter during the Rental subscription.

In this respect, and unless otherwise agreed, the Renter must return the Vehicle on the date and time specified in the Rental contract. Any delay of the return of the Vehicle shall automatically result in the invoicing of penalties as provided for in Article 4.5 herein.

The fastening of roof bars and bike racks as well as their loading are under the Renter's responsibility. In the event of damage, loss of cargo or an accident caused by the loss or unhooking of the load or the support, WOODY VAN cannot be held responsible under any circumstances. The same applies to fastening boxes or bicycles on the towbar, even if such equipment is rented from WOODY VAN.

#### 4.4. VEHICLE USE CONDITIONS

As guardian of the Vehicle for the duration of the Rental, the Renter agrees to make normal use of the Vehicle. The following are considered as abnormal use of the Vehicle:

- Use of the Vehicle not in accordance with its intended purpose (misfuelling, clutch failure due to misuse, misjudgement of the Vehicle's size, etc.);
- Modification of the Vehicle's technical features;
- Driving under the influence of alcohol, narcotics or drugs not prescribed by a doctor;
- Use of the vehicle with an excess number of passengers, it being understood that the number of seats, as indicated on the vehicle registration document (in accordance with the number of seat belts) and within the limit of the number of seats indicated at the time of rental, must be respected;
- Use of the Vehicle in excess of the maximum authorised weight defined in the registration document;
- Sub-leasing the Vehicle to a third party.

The Renter acknowledges having received from WOODY VAN, the Vehicle manuals and/or guides from the manufacturer concerning the use and maintenance of the Vehicle. He/she agrees to comply with the standards prescribed therein. In particular, he/she must, based on the number of kilometres travelled, carry out the usual checks on the Vehicle (oil and water levels, tyre pressure, etc.).

As such, it is up to him/her to heed any signal emitted by the warning lights appearing on the Vehicle's dashboard and to take, if necessary, any necessary measures, and in any event inform WOODY VAN as soon as possible, failing which, he/she will have to assume the financial consequences of providing the information late.

The Renter also agrees to use the Vehicle under normal conditions, with due diligence, by keeping it in good working order and in good condition.

Unless otherwise agreed, the Vehicle is intended to be used only on roads open to traffic (crossing submerged waterways is prohibited). The Renter shall not participate with the vehicle in rallies, races, speed tests or other events. The Renter is also forbidden to carry out any towing with the Vehicle, without WOODY VAN's prior written consent. The Renter is also forbidden to use the Vehicle for tests or trials.

Unless expressly agreed, the Renter agrees not to sublease the Vehicle, nor use it to transport passengers in exchange for payment or for courier business.

The Vehicles may not be used for any other purpose than the transport and accommodation of the Renter and members of his/her party within the Vehicle's passenger capacity. In particular, the Vehicle may not be used to engage in business involving food, noise, dirt, prostitution, pornography or illegal activities.

The Renter must drive carefully and never in a state of excessive fatigue. The Renter and the occupants shall not smoke in the Vehicle.

The Vehicle must not come into contact with salt water. The Vehicle must be locked when parked, and personal belongings placed in boxes and storage spaces provided for this purpose. It is forbidden to travel with pets without prior consent from WOODY VAN. Dogs may be allowed upon prior written request to WOODY VAN sent to the following email address: serviceclient@woody-van.com.

Whether authorised by WOODY VAN or not, the presence of an animal on-board the Vehicle shall automatically entail the amount of the €2,500 deposit being retained, regardless of the package chosen and the end-of-holiday cleaning option. Moreover, if the intervention of a third-party cleaning service is made necessary due to excessive degradation to the Vehicle, the cost of this intervention will be deducted by WOODY VAN from the deposit amount. Likewise, in the event of damage to the furniture or equipment in the Vehicle caused by the presence of a dog (in particular, bite marks or scratches), the cost of the repair by a professional will be deducted from the deposit or billed directly to the Renter. The invoice will therefore be made available to the Renter on request sent to serviceclient@woody-van.com.

The renter undertakes to keep all on-board documents in good condition, including the copy of the vehicle registration and a copy of the green insurance card.

The Renter is authorised to drive the Vehicle outside of mainland France. In any event, the Vehicle may not be driven outside the European Union. Failing which, the Renter remains solely responsible for the consequences that may arise, particularly in the event of non-compliance with local regulations and agrees to compensate WOODY VAN for any damage suffered as a result.

At the request of insurance companies, the Vehicle can be equipped with GPS trackers, used in particular in case of theft. WOODY VAN thus prohibits any use of geolocation other than for an important event (theft, non-return of the vehicle, etc.).

Non-observance of this clause will automatically lead to the cancellation of the Rental, without the possibility of a refund and automatic deregistration from the Website, without prior formal notice, upon notice sent by WOODY VAN to the Renter by email.

During the entire duration of the Rental, the Renter agrees to comply with these Terms and Conditions and to ensure that the members of his/her group comply with them. He/she is the guarantor thereof.

In general, the Renter shall not relinquish the Vehicle in any way whatsoever. As guardian, the Renter shall be liable for the direct or indirect consequences of any event occurring during the rental period, whether covered by insurance or not, which involves his/her liability to third parties and/or immobilises the Vehicle. His/her liability shall also extend to the consequences of events arising during the rental period but whose damage would be revealed only after the return of the Vehicle to WOODY VAN.

#### 4.5. VEHICLE RETURN

The Vehicle shall be returned, under the responsibility and at the expense of the Renter, to the office at the agreed time and date and, in any event, during opening hours.

In the event of delay, the Renter agrees to inform WOODY VAN immediately.

However, any late return will result in the invoicing of a fixed penalty of €60, including tax, in addition to the payment of the following penalties:

- If the Renter informed WOODY VAN of the delay, an additional penalty of €120, including VAT per hour of delay, shall be applied, **within the limit of 12 hours as from the agreed hour of return of the Vehicle**. Beyond that, an additional penalty corresponding to twice the price of the Rental will be applied.
- If the Renter did not inform WOODY VAN of the delay, an additional penalty of €120 including VAT per hour of delay shall be applied, **within the limit of 4 hours as from the agreed hour of return of the Vehicle**. Beyond that, a stolen vehicle declaration must be filed by WOODY VAN with its insurance company. Consequently, an additional penalty of €6,000, including VAT, will also be charged upon return of the Vehicle, without prejudice to WOODY VAN to initiate legal proceedings against the Renter, with the appropriate authorities.

The Vehicle must be returned in the same condition as when it was collected by the Renter. A joint inspection of the apparent condition of the Vehicle shall be carried out and compared to the condition indicated in the Vehicle pick-up report. A return report will be signed by both Parties. If the apparent condition of the Vehicle upon return differs from the one established at the time of pick-up, WOODY VAN will invoice the Renter for the damages ascertained.

If the Renter does not wish to be present during this verification, it will be carried out by WOODY VAN; the Renter consequently accepts the observations made by WOODY VAN as well as the invoicing which may result therefrom.

In the event of the Vehicle being returned without the presence of WOODY VAN, the Renter acknowledges that the Vehicle shall remain under his/her full responsibility until the next day the premises reopen. In this case, the Renter must follow precisely the procedure indicated and make sure that the Vehicle is correctly parked and secure. Any damage, theft or fire that may occur between the time of abandonment by the Renter and the reopening of the premises will be the full responsibility of the Renter. The return report will be drawn up when the premises reopen and sent to the Renter by email in PDF format. The Renter hence accepts the return inventory without reservation. Also, if damage, missing items or a breach of the obligations by the Renter is found by WOODY VAN, WOODY VAN will invoice the Renter accordingly.

The Renter may opt for the cleaning package when contracting the Rental, and at the latest until the Vehicle is returned, for €60 including VAT.

If the Renter has not opted for the cleaning package, the Vehicle must be returned in perfectly clean condition (inside and out). If this is not done, the Renter will be charged a fixed penalty of €80 including VAT.

In the event that the Renter has opted for the cleaning package (€60 including VAT at the time of contracting the Rental or €80 including VAT when picking-up the Vehicle), it will nevertheless be the Renter's responsibility to return the Vehicle in a suitable state. Failing this, WOODY VAN reserves the right to charge the Renter additional cleaning costs or repair by an independent professional (upon invoice presentation and 40 Euros incl. VAT for additional administrative fees).

The same applies to portable toilets that are not emptied/cleaned.

WOODY VAN will also invoice the Renter, as a penalty, any equipment or accessory broken, lost and/or not replaced, according to the current table, drawn up by WOODY VAN and available on request.

The Renter must return to WOODY VAN all documents made available to him/her at the time of picking-up the Vehicle (registration, green insurance card, maintenance manuals, etc.). If the documents are not returned and/or not replaced, WOODY VAN will be entitled to invoice the Renter a fixed fee of €80, including VAT, to obtain duplicates and/or replacement documents.

The Vehicle is provided to the Renter with a full tank of petrol. It must, therefore, be returned with a full tank of petrol. If not, WOODY VAN will invoice the Renter the price of the missing petrol, at the current rate on the date of return, increased by a fixed amount of €40 including VAT corresponding to the services related to WOODY VAN filling the tank.

The Vehicle is made available to the Renter with tyres whose condition and number are in accordance with the regulations in force. If one of them is damaged for a reason other than normal wear and tear or a hidden defect, WOODY VAN may invoice the Renter if the Renter has not replaced it at his/her own expense with a tyre of the same size, type and brand.

WOODY VAN reserves the right, after its return, to have the vehicle examined by an expert. In this case, the expert's report will be accepted by both parties, except if a counter-expertise duly notified to WOODY VAN within 7 (seven) days following receipt of the expert's report initiated by WOODY VAN. The costs of expertise shall be systematically charged to the Renter.

If a defect is found within 15 (fifteen) days after the Vehicle's date of return, WOODY VAN reserves the right to engage the Renter's responsibility.

## ARTICLE 5 – FINANCIAL TERMS AND CONDITIONS

### 5.1 RATES

The Rental prices are expressed in euros, excluding tax and VAT. They may be revised at any time. The applicable prices are those in force the day the Rental is contracted, as sent to the Renter prior to the Rental.

The prices are indicated on the website when booking. The amount of the applicable penalties and additional costs that can be applied by WOODY VAN are also shown on the Website when booking.

These prices take into account the VAT applicable on the date when the Renter makes the booking. Any change in the VAT rate will automatically and immediately have an effect on the current Rental prices. The same shall apply if any new tax is created which would be based on the Service price and which WOODY VAN would then owe.

The price includes:

- All-risk civil liability insurance within the limits of the provisions set out herein and subject to the payment of the excess and any damage exceeding the amount of the latter;
- Technical assistance for the Vehicle 24 hours a day (breakdown service or towing of the Vehicle in the event of immobilisation following a breakdown, an accident or a fire).

It may be increased by:

- The cost of the options contracted by the Renter at the time of booking, as defined herein;
- The cost of extending the duration of the Rental;
- The cost of any penalties applied, where appropriate, to the Renter when the Vehicle is returned.

This rate does not include:

- Petrol;
- Options (GPS, bike rack, etc.) not contracted at the time of booking;
- Any excess mileage will be charged at 35 cents per kilometre above the agreed mileage based on the package chosen;
- Damage to glass, tyres, roof, underbody and interior of the Vehicle, lights (headlights, indicators, etc.), rear-view mirrors, not covered by insurance, subject to the specific conditions of the various packages offered by WOODY VAN;
- Exceeding the time limit resulting in a penalty and an additional charge;
- The amount of the excess charged by WOODY VAN 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 which are not covered by the insurance policies taken out and which exceed the amount of the chosen excess.

Note that the connection and communication costs (internet mobile internet) related to the access to the Website are not covered by WOODY VAN and remain at the Renter's expense.

The Rental Price to be paid by the Renter consists of the rental price of the Vehicle as well as all accessories and options contracted in accordance with the rental offer.

## 5.2 METHODS OF PAYMENT

Payment of the Rentals will be made by credit card (Visa, Mastercard), via the SWIKLY application (deposit, security deposit and balance). The payments made will be secured by a data encryption procedure in order to avoid the interception of this information by third parties. Only "credit" cards are authorised on the Website; "debit" cards are not accepted.

If the Renter wishes to use another method of payment, it is his/her responsibility to contact WOODY VAN beforehand.

Furthermore, any other amount due to WOODY VAN can be paid with the following means of payment: cash within the limit of €1,000 and by bank transfer.

WOODY VAN cannot be held liable in the event of fraudulent use of payment methods used.

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

Furthermore, after formal notice by registered letter has remained without effect for 48 hours, the Renter agrees to pay, by way of compensation or penalty clause, in accordance with the provisions under Article 1226 of the French Civil Code, a surcharge equal to 20% of the principal still due.

## 5.3. SECURITY DEPOSIT

At the time of contracting the Rental, the Renter authorises WOODY VAN to deduct from his/her credit card account, by means of a "bank card imprint", the amount of €2,500 (two thousand five hundred euros) as a security deposit.

If the credit card preauthorisation is refused, WOODY VAN reserves the right to refuse rental to the Renter.

The Renter acknowledges that he/she has been expressly informed that this security deposit will be debited in the event of damage to the Vehicle or in the event of non-payment.

The security deposit cannot be used to extend the rental period.

In the event that there is an amount remaining due, borne by WOODY VAN because of the Renter, which exceeds the amount of this deposit, the Renter must pay it immediately, or in the absence of immediate quantification, as soon as any proof is provided.

In the event of an accident or collision with an accident report completed, the deposit will be kept by WOODY VAN in full, until receipt of the letter from the insurance company indicating whether or not the Renter is responsible, or until receipt of the estimates for repair work.

WOODY VAN reserves the right to keep the deposit until 15 days after the end of the rental in order to cover possible damage of the Vehicle, which would not have been reported when the Vehicle was returned.

## ARTICLE 6 – MODIFICATION/CANCELLATION OF LOCATIONS AND UNSUBSCRIBING FROM THE WEBSITE

Pursuant to the provisions under Article L. 221-28 of the French Consumer Code, Renters considered as consumers within the meaning of the above-mentioned Consumer Code are expressly informed that they do not have a right of withdrawal when renting a Vehicle.

### 6.1 MODIFICATION BY THE RENTER

In all cases, the modifications requested by the Renter must be expressly confirmed by WOODY VAN by sending a written confirmation to the Renter in the same form as the confirmation of the Rental. The confirmation then sent by WOODY VAN in this context cancels and replaces the Rental confirmation sent previously to the Renter.

In the event of refusal by WOODY VAN, no confirmation will be sent to the Renter, with only the previous version remaining valid.

Insofar as possible, WOODY VAN shall endeavour to satisfy the modification requests made by the Renter before picking-up the Vehicle.

If the request for modification concerns the extension of the duration of the Rental and/or the addition of options, WOODY VAN will invoice the Renter the additional amounts in accordance with WOODY VAN's financial terms and conditions.

A modification request involving a reduction in the duration of the rental and/or the cancellation of one or more options contracted constitutes a cancellation covered by the provisions of Article 6.3 below.

Modification requests made during the rental period can only be concerning the extension of the Rental duration.

It is specified that the early return of the Vehicle does not give the right to any refund.

### 6.2 MODIFICATION BY WOODY VAN

If WOODY VAN has to modify the reservation made by the Renter, WOODY VAN agrees to inform the Renter immediately. It shall then proceed with an adjustment of the Rental price. Under no circumstances may such a modification justify total cancellation by the Renter of his/her booking.

### 6.3 CANCELLATION BY THE RENTER

Any cancellation request must be done in writing.

Any total or partial cancellation of the rental by the Renter will result in the immediate payment of the following costs by way of compensation:

- More than 60 days before the agreed pick-up date: return of the entire deposit paid by the Renter after deduction of €60 including VAT corresponding to administrative fees;
- Between 60 and 45 days before the agreed pick-up date: 70% of the deposit will be refunded;
- Between 44 and 30 days before the agreed pick-up date: 50% of the deposit will be refunded;
- Less than 30 days before the agreed pick-up date: the deposit will be kept in full by the WOODY VAN company.

Failure by the Renter to appear on the pick-up day of the Vehicle or failure to provide supporting documents will result in the cancellation of the Rental and will not result in a refund.

#### 6.4 CANCELLATION BY WOODY VAN

If WOODY VAN has to cancel the booking made by the Renter, the Renter shall be offered the same rental on another date.

If the Renter refuses, he/she can obtain a full refund of the amounts already paid to WOODY VAN.

#### 6.5 UNSUBSCRIBING FROM THE WEBSITE

The Renter may unsubscribe from the Website at any time. However, any Rental contracted is due and may be modified or cancelled under the above-mentioned conditions.

In the event of non-compliance with the obligations arising from the acceptance of the Terms and Conditions, payment incidents, providing erroneous information at the time of contracting the Rental or subsequently, or actions likely to harm the interests and/or the image of WOODY VAN, WOODY VAN reserves the right:

- To suspend access to the Website;
- Or, depending on the seriousness of the actions, to terminate access to the Website without notice or compensation of any kind.

WOODY VAN also reserves the right to refuse to contract with a Renter who has previously been affected by this clause.

#### ARTICLE 7 – WEBSITE ACCESS

The Website is normally accessible to the Renters as well as to any Renter 7 days a week, 24 hours a day all year long except in the event of voluntary or involuntary interruption, in particular for maintenance or force majeure. WOODY VAN being in fact, due to its business, bound by an obligation of due care, it cannot be held liable for any damage of whatever nature, resulting from unavailability of the Website.

The Service is accessible through third party applications, websites and services (“Third-Party Applications”). These Third-Party Applications may have their own terms of use and privacy policies, which will govern the use of such Third-Party Applications.

WOODY VAN shall not approve and shall not be responsible for the behaviour, features and content of any Third-Party Application or any transaction that the Renter may enter into with the provider of such Third-Party Applications.

#### ARTICLE 8 – PRIVACY

Each of the Parties agrees to treat as confidential any information concerning the other Party, of whatever nature, to which it may have had access under the Contract. The Renter’s data shall constitute confidential information under this clause.

Each of the Parties agrees not to disclose the information to anyone whatsoever outside its own personnel who need to know such information for the purpose of carrying out the Rental.

However, this privacy obligation shall not apply to information which has become publicly known through no fault of the Parties, or which has been legally sent to them by a third party, or which belonged to them prior to its communication by the other Party.

This obligation shall remain in force for the duration of the Contract and for a period of 2 (two) years after its expiry or termination for any reason.

#### ARTICLE 9 – SECURITY

The Renter must inform WOODY VAN immediately of any loss or unauthorised use of his/her access to the Website, of his/her login and password. Passwords and logins are personal and the Renter agrees not to disclose them. As such, WOODY VAN cannot be held liable for the use of the Renter’s login and password by a third party to whom the Renter would have provided them or who would have had access to them subsequent to a mistake, clumsiness or negligence on the Renter’s part.

#### ARTICLE 10 – FAIR USE AND NON-COMPETITION

The Renter agrees to use the Service fairly and to comply with WOODY VAN.

The Renter agrees not to engage in any activity and not to communicate any content about WOODY VAN which:

- Is offensive, abusive, defamatory, threatening or obscene;
- Is illegal, or intended to promote or commit an illegal act of any kind, including, but not limited to, violations of intellectual property rights, privacy rights or proprietary rights of WOODY VAN or any third party;
- Includes malicious content, such as malware, Trojan horses or viruses, or otherwise interferes with the use of the Website;
- Interferes with or disrupts in any way the use of the Website, tampers with, violates or attempts to probe, scan or test the vulnerabilities of the Website or WOODY VAN’s computer systems, network, rules of use or any of WOODY VAN’s security components, authentication measures or other protective measures applicable to the Service.

Communication of any content may result in the termination of the Rental and banning of Website access.

The Renter agrees not to use the Website in any way not expressly authorised by WOODY VAN. In this regard, note that WOODY VAN does not grant any right, title or interest to the Renter on the Service.

Lastly, the Renter agrees not to use the information obtained through the use of the Service for purposes of unfair competition.

#### ARTICLES 11 – PERSONAL DATA

WOODY VAN agrees to comply with current legislation concerning privacy protection or with regard to the automated processing of personal data.

Under these Terms and Conditions, all data considered as such by the French General Data Protection Regulation, which came into force on 25 May 2018, are considered as personal data (hereinafter referred to as “Personal Data”). Among the Renter’s Personal Data are, in particular, his/her identity, contact details or bank details. In any event, the Renter is informed that he/she will not have to disclose sensitive Personal Data concerning him/her to WOODY VAN.

When contracting the Service, the Renter authorises WOODY VAN to send him/her emails to the address he/she will have given during registration on the Website.

Information requested from the Renter when registering is necessary for proper processing of the registration, in accordance with the privacy policy implemented by WOODY VAN. However, the collected data will not be provided to third parties.

In accordance with applicable law, the Renter has the right to access, correct and delete Data, as well as the right to refuse processing, to request limitation of the latter and, finally, the right to portability of Personal Data, concerning him/her, which he/she may exercise directly with WOODY VAN. The Renter can demand that the information concerning him/her be modified, completed, clarified or deleted if it is erroneous, outdated or incomplete, or if its collection or use, or communication is forbidden.

To exercise this right, simply write to WOODY VAN at the following email address: [serviceclient@woody-van.com](mailto:serviceclient@woody-van.com)

WOODY VAN reserves the right to use the statistics provided by the information forms that the Renters will have completed in order to optimise the Services.

#### ARTICLE 12 – RESPONSIBILITY

In accordance with Article L.121-2 of the French Rules of the Road, the driver of the Vehicle is personally responsible for all fines and tickets relating to traffic offences and violations of the rules of the road applicable in Europe (parking offences, toll payments, 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, if WOODY VAN were to receive notice of an increased fine, it will send the Renter’s identity and contact details to the authorities concerned.

Moreover, the Renter will owe WOODY VAN the fixed amount of 40 euros including VAT per fine, as administrative fees.

#### 12.1 RENTER’S LIABILITY

The Renter shall be liable for any damage and costs incurred by WOODY VAN in the event of loss, damage, or theft, of which the Vehicle, its equipment, or



its accessories, could be subject to during the duration of the Rental, and which would not be covered by the insurance contracted.

In the event of an at-fault accident during which the Vehicle is seriously damaged or immobilised for more than 3 (three) days, WOODY VAN reserves the right to terminate the Rental without reimbursement or compensation of the remaining days of the Rental.

In the event of damage to the Vehicle leading to immobilisation, WOODY VAN will invoice the duration of immobilisation in days of rent according to the current price at the time when repair work is carried out on the Vehicle.

The immobilisation fee is twice the maximum daily public rental price, i.e.:

	Woody Van's "Authentique" Model	Woody Van's "Atypique" Model
<b>High season</b> (from the beginning of the second half of June to the end of the first half of September)	€175 incl. VAT x 2	€205 incl. VAT x 2
<b>Mid-season</b> (from the beginning of the second half of April to the end of the first half of June and from the beginning of the second half of September to 1 November included)	€139 incl. VAT x 2	€169 incl. VAT x 2
<b>Low season</b> (rest the year)	€129 incl. VAT x 2	€149 incl. VAT x 2

An administrative fee of 15% of the amount (including VAT) of the repairs will also be charged.

In the event the Vehicle is stolen or damaged due to the Renter's fault, or in the absence of an identified third party, the Renter must compensate WOODY VAN up to the amount of the loss actually suffered (amount estimated by the repair quote, the Vehicle's market value, immobilisation costs as detailed above, administrative costs, etc.) whenever the insurance contracted would not have been implemented.

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

If the amount of the loss sustained by the Renter exceeds this amount, an invoice for the difference will be sent to the Renter, payable immediately.

If the Renter charges his/her own insurance to cover his/her liability for loss or damage to the Vehicle, he/she expressly authorises WOODY VAN to negotiate and conclude directly with his/her insurance company any amicable settlement of compensation and agrees that any sum paid with respect to such loss or damage shall be paid directly to WOODY VAN.

In the event of damage to the Vehicle while being driven by a driver not declared to WOODY VAN, it shall be the Renter's responsibility to compensate WOODY VAN for all damage suffered by WOODY VAN attributable to the said driver (in particular, damage to the Vehicle, plus the expenses and costs related to the Vehicle's immobilisation).

## 12.2 WOODY VAN'S LIABILITY

WOODY VAN shall not be liable for loss or damage to property or individuals caused by a Vehicle in the Renter's legal custody, except in the event of negligence or gross negligence on his/her part, or any other breach of these Terms and Conditions. WOODY VAN may not be held liable under any circumstances for any indirect damage. As such, no payment is possible in the event of a missed train, boat or plane.

The Renter shall remain solely responsible for the belongings he/she stores in the Vehicle for the duration of the Rental. WOODY VAN cannot be held liable under any circumstances by the Renter or any other occupant of the Vehicle in the event of loss or damage to personal belongings left inside the Vehicle during the Rental period. The Renters are advised to take additional insurance to insure their belongings.

The Rental Company may not, under any circumstances, be held liable for any damage to or theft of the Renter's personal vehicle parked in the "Larre lore" business park area in Ascain, France.

WOODY VAN may not, under any circumstances, be held liable if the Service proposed proves incompatible with the Renter's needs; the latter agrees knowingly in the Rental.

WOODY VAN shall not be held liable in the event of non-performance or breach by the Renter of these Terms and Conditions.

As a mere editor of the Website, WOODY VAN cannot guarantee the quality of the internet network, nor its access, and cannot guarantee the absence of service interruption specific to the internet network.

Consequently, WOODY VAN may not, under any circumstances, be held liable for malfunctions in the Website's access, for the speed of opening and browsing service pages, for the speed of listening to audio recordings, for temporary or permanent Website inaccessibility, or for fraudulent use by third parties of the information made available on the Website.

Consequently, it is also the Renter's responsibility to protect his/her computer equipment or otherwise against any form of intrusion and/or contamination by viruses. WOODY VAN may not be held liable under any circumstances for an interruption and/or contamination by viruses of his/her equipment resulting from his/her own fault, clumsiness or negligence. WOODY VAN may not be held liable to any malfunction or damage to the Renter's equipment due to his/her own fault, clumsiness or negligence, or a third party's unforeseeable and insurmountable action.

More generally, WOODY VAN declines any liability if a breach of any obligation was due to a force majeure or fortuitous event, including, but not limited to, disasters, fires, internal or external strikes, internal or external failures or breakdowns, and in general, any compelling and unforeseeable event that does not allow due performance of the Service.

WOODY VAN may not be held liable for wrongful use by the Renter, nor for the use of the Renter's account by a third party to whom the Renter would have provided his/her login and password or who would have had access to the account following a mistake, clumsiness or negligence on the Renter's part. In such cases, the Renter agrees to be personally responsible for any complaint, claim, or conflict, and more generally for any proceedings against WOODY VAN from a third party.

## ARTICLE 13 – ASSISTANCE

The Renter shall have 24/7 assistance which covers assistance for the Vehicle and the persons transported in the event of mechanical breakdown, accident, theft, fire and serious bodily injury, in Europe.

It covers:

Assistance for persons and property in all countries in the European Union not crossed out on the rented vehicle's green insurance card.

This assistance is valid in all countries where the Renter is authorised to travel with the Vehicle in accordance with these Terms and Conditions. Any assistance costs that may be incurred as a result of an incident for which the Renter (or the driver of the Vehicle) is responsible will be borne entirely by the Renter.

## ARTICLE 14 – INSURANCE

WOODY VAN's Vehicles have comprehensive insurance, for whom it may concern.

A copy of the General Conditions and Special Conditions of this insurance policy shall be provided to the Renter upon request.

This insurance shall apply under the terms and conditions set out in these general terms and conditions, and in particular, to the following risks:

- Civil liability cover: damage caused to third parties by the vehicle including when it is used as a tool;
- Damage to vehicles in the event of: fire – storms – forces of nature, theft or attempted theft, all accidental damages.

A summary of these conditions can be found in Annex 1.

The Vehicle is only insured for the duration of the Rental. After this period, and unless an extension of the Rental period is accepted in writing by WOODY VAN beforehand, the Renter shall be solely liable for the damage caused and/or suffered by/on the Vehicle.

Under penalty of being deprived of insurance, the Renter agrees to:

- Immediately declare any accident, theft or fire, even partial to WOODY VAN and to the police;

- Send the official report directly to the insurance company whose details are provided in the Vehicle's manual, within 72 hours after the accident and send a copy to WOODY VAN, to the address at the top of this document.
- Mention in his/her statement the circumstances, date place and time of the accident, the names and addresses of witnesses, the registration number of the third party's car, the name of their insurance company and their insurance policy number;
- Enclose any police or gendarmerie report or bailiff's report with this declaration, if one has been drawn up;
- Not discuss liability or deal or compromise with third parties under any circumstances concerning the accident;
- Send WOODY VAN the notices, letters, summons, extrajudicial deeds as well as all the procedural documents, which he/she received.

In the event of theft, attempted theft and vandalism, the Renter must file a declaration with the local police authorities or gendarmerie within 48 hours and must lodge a complaint. The Renter must send WOODY VAN the original of the complaint and keep a copy. He/she must provide WOODY VAN with all the Vehicle's documents and keys without delay. Failure to return the Vehicle's keys will automatically lead to the forfeiture of the theft guarantee and the invoicing of the Vehicle's full value, expert's fees and administrative costs. In the event of non-compliance with these obligations, the Renter shall be held fully liable, and WOODY VAN reserves the right to take legal action against him/her.

WOODY VAN reserves the right whether or not to call on its insurance to cover a claim.

The Hirer shall immediately lose the benefit of all insurance or guarantees in the event of non-compliance with the provisions of these Terms and Conditions, whatever they may be, as well as in the event of fraud by the Renter (false declaration by the Renter, attempted fraud, serious violation of the rules of the road or any other criminal offence committed intentionally, as part of a deliberate act, attempted suicide, or for any unlawful purpose).

**The Renter's negligence is never insured.** Negligence such as misfuelling, fuel in the water tank, a locked vehicle with the keys inside, etc. is also not covered.

**Exclusions:** Except for specific exceptions provided for in the coverage package chosen at the time of the Rental, the car radio, damage to the Vehicle's interior, damage due to frost, and personal items and effects, are not covered under any circumstances by WOODY VAN's insurance, as well as damage caused to the "high parts" and "low parts". Any expenses incurred for this type of repair shall be paid by the Renter, including in the event of excess buyback.

**Excess:** The excess is the amount which, in all cases of implementing the insurance, shall remain payable by the Renter.

It should not be confused with the amount or amounts that WOODY VAN reserves the right to claim from the Renter in the event of damage not covered by insurance.

Excess buyback can be taken out at the time of booking or on the day of departure. This option allows the Renter's financial liability to be reduced in relation to the insurance excess from 2,500 euros (incl. VAT) to a minimum of 600 euros (incl. VAT), depending on the cover chosen.

As the "high parts" and "low parts" as well as the interior of the Vehicle are not covered by insurance, their repair is therefore not limited to the excess, even in the event of an excess buyback taken out by the Renter.

#### **ARTICLE 15 – VEHICLE OWNERSHIP**

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The Vehicle remains the exclusive property of WOODY VAN.

The Renter does not acquire any ownership rights in any of the parts, equipment and fittings of the Vehicle.

If need be, the Renter agrees to have this ownership right respected by third parties, in all circumstances, by all legal means and at his/her own expense. Thus, in the event of seizure, attempted seizure, requisition or confiscation of the Vehicle, the Renter is obliged to notify WOODY VAN immediately, to lodge a protest and take any measures to make WOODY VAN's ownership right known, and to obtain at his/her own expense the release of any seizure, without prejudice to a lawsuit against the Renter of the equipped van or minibus.

#### **ARTICLE 16 – INTELLECTUAL PROPERTY**

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The general structure of the Website, the Service and all the components comprising it (such as logos, domain names, video or audio recordings and their associated components) are the exclusive property of WOODY VAN and/or its licensors.

These components are protected by the laws concerning intellectual property, and in particular trademark and copyright law. The Renter may only use these components in the context of using the Service, in accordance with the provisions of these Terms and Conditions.

Any total or partial representation of the Website, the Service and/or the components comprising it (as described above) by any process whatsoever, without WOODY VAN's express authorisation is therefore prohibited and would constitute an infringement sanctioned by Articles L. 335-2 et seq. of the French Intellectual Property Code.

Any hypertext link referring to the Website and using the "framing" technique (programming technique that provides the possibility of dividing the web browser window into several autonomous windows in order to display the content of an external website) or "in-line linking" (process of making a single component extracted from another website appear in a web page, which saves storage space on the hard disk of the machine where the website is hosted and which has the effect of concealing the original environment to which this component belongs from an uninformed Renter) is strictly prohibited.

Any artificial use of an account of the Website by any means is strictly prohibited.

#### **ARTICLE 17 – PROOF**

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The Renter acknowledges the validity and conclusiveness of electronic exchanges and recordings kept by WOODY VAN and accepts that these items have the same conclusiveness as a written document under Law No. 2000-230 dated 13 March 2000 adapting the law of evidence for information technologies and concerning electronic signatures.

#### **ARTICLE 18 – INTUITU PERSONAE**

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The Rentals cannot be re-assigned by the Renter without prior written consent from WOODY VAN.

However, WOODY VAN's contracts, rights and obligations can be assigned or transferred without prior consent from the Renter.

#### **ARTICLE 19 – AMENDMENT OF TERMS AND CONDITIONS**

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WOODY VAN reserves the right to amend these terms and conditions at any time, subject to informing the Renter.

In any event, if one or more stipulations of these terms and conditions are declared invalid by a law or regulation or a final court decision, the other stipulations shall remain in force and effect.

#### **ARTICLE 20 – APPLICABLE LAW AND DISPUTE RESOLUTION**

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These Terms and Conditions are subject to French law.

Any claim concerning the application of these Terms and Conditions must be sent to the Customer Service Department so that it can be dealt with as soon as possible.

In the event of a dispute, the Parties shall seek an amicable solution before taking any legal action.

In this respect, it is hereby specified that Renters likely to be defined as consumers within the meaning of the French Consumer Code may have free recourse to a consumer mediator in accordance with Articles L612-1 of the French Consumer Code.

The User defined as a consumer within the meaning of the French Consumer Code may thus have recourse to mediation with a Tourism and Travel Mediator (MTV Médiation Tourisme Voyage, BP 80303 – 75823 PARIS Cedex). In this case, the Parties remain free to accept or refuse recourse to mediation and, in the event of recourse to mediation, to accept or refuse the solution proposed by the mediator.

Users likely to be defined as consumers within the meaning of the French Consumer Code also have the possibility of referring to a mediator via the online dispute resolution platform (known as the "RLL" platform) accessible via the link below:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=FR>.

This link is also accessible on the Website.

IN THE EVENT OF FAILURE OF THESE AMICABLE SETTLEMENT ATTEMPTS, ALL DISPUTES CONCERNING THE VALIDITY, INTERPRETATION AND/OR EXECUTION OF THESE TERMS AND CONDITIONS SHALL BE BROUGHT BEFORE THE RELEVANT COURTS, EVEN IN THE EVENT OF AN ACTION FOR ANNULMENT, MULTIPLE DEFENDANTS OR AN ACTION FOR COMPENSATION OR THIRD-PARTY CLAIM, PURSUANT TO THE RULES OF JURISDICTION UNDER COMMON LAW.

#### **ARTICLE 21 – CUSTOMER SERVICE**

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For any information or question concerning the Service, the Renter can contact WOODY VAN via the Website by clicking on the heading “Contact us” or send an email to the following address: [serviceclient@woody-van.com](mailto:serviceclient@woody-van.com)