

EUROPCAR GENERAL TERMS AND CONDITIONS OF RENTAL

Car Rental Martinique

Europcar Martinique
Quartier Aéroport
97232 LE LAMENTIN
Martinique

Customer Service

05 96 42 42 42

Bookings Service

05 96 42 42 53

General information

Age and driver License

The license is mandatory for any rental and should be either European for EU citizens or international for non EU citizens. Over than 2 months loss or theft statement forms are strictly refused..

- Minimum age : 21 + 1 year of license (Mini and Eco categories) et 23 + 3 years of license (other categories)

For the unlicensed vehicle, the driver must be at least 21 +1 day, there is no excess damage waiver repurchase and the driver must show :

- Credit or debit card
- Passport or CID
- Proof of address
- A highway code certificate or u
- Unlicensed vehicle license or a retirement of license proof.
- 1 driver only

Means of payment

We advise you to pay your rental with a Europcar approved credit or debit card.

When payment is done with a credit card, an authorization will be requested prior to the start of the rental. (CB, VISA, EUROCARD, AMERICAN EXPRESS, MASTERCARD). This amount is not debited. It is held on cardholder's bank account until the final rental charge amount is debited. The credit or debit card used must be at the holder's name. No refund is due if the requested authorization can't be proceeded. The amount is the excess damage waiver one.

The invoiced amount will be charged at departure of the vehicle.

In the case of a special or discount rate and should the vehicle not be returned at the date mentioned in the RA, extra days will be charged upon effective public rate of the moment.

Territory

The « territory » is the country in which driving the vehicle is allowed. This would be Martinique.

Rates

Our rates include :

- Oil, maintenance and car documents.
- Free car pick up.
- Unlimited mileage.
- Bodily Injury and/or Property Damage that you might inflict on a third party as a result of an accident involving the Vehicle.

Our rates don't include :

- Non-waivable excess charge or theft excess charge.
- **Fuel** : Should the Vehicle not be returned with a full fuel tank, you will be charged for the missing quantity of fuel and for the refueling service of 20€, unless you have subscribed to the full tank option.
- Delivery of keys (in case of improper use, loss or theft) (rates in agency)

The tariffs applicable to the rental, to the additional services and to the optional covers or insurances are those which are in force on the date of issue of the rental agreement, and correspond to the characteristics you originally indicated at the time of reservation (Vehicle type rental, duration, return station...). Any modification in the characteristics will entail the use of an appropriate alternative tariff. The vehicle is delivered with a minimum of 3/8 tank and should be returned in the same conditions of departure. Any missing fuel will be charged.

15€ mandatory fees will be retained by Europcar on the deposit in case of any fine during the rental period. The fine amount remains at the charge of the driver.

Reservation is only made for categories of vehicles, not brands or models..

Europcar charges

Airport charge : Included in the rates

After hour charge : 35€ for any check out before or after the opening hours of Europcar agencies, a 35€ after hour charge will be invoiced to the driver .

Additional driver charge : Any additional driver should be mentioned on the RA before any check out to be insured. A 25€ per rental and per additional driver charge will be invoiced.

Young driver charge : When renting a vehicle, a driver qualified as a "young driver" (between 21 and 26 with a minimum of 1year of license) pays a specific charge of 50€ per rental (5€/days of rental – MAX 50€).

Dirty vehicle charge : any vehicle returned dirty (animal hairs, sand, mud, stained seats, etc. ...) will be charged between 30€ and 100€ depending on the level of dirtiness.

Special services

- One-way rentals : 25 € per rental.

Equipments :

- Baby seat : 5€/day – Maximum 60€
- Maxi Cosi : 5€/day – Maximum 60€
- High Booster seat : 5€/day – Maximum 60€
- Low Booster seat : 3€/day – Maximum 20€
- Stroller : 5€/day – Maximum 30€
- Cot : 5€/day – Maximum 40€

Rented vehicle

State of The vehicle

A description of the condition of the Vehicle will be given to you at the same time as the rental agreement. Before leaving the rental location, you are required to check the condition of the Vehicle. Where an apparent defect is found which is not already listed in the document, you must immediately inform the Europcar employee at the counter in order to proceed with a joint-examination of the Vehicle. In such a case, amendments must be made to the document and duly countersigned by both parties.

If the amended document is not countersigned by both parties, the condition of the Vehicle will be as set out in the document given to you with the rental agreement and it will be considered that you received the Vehicle in proper working condition.

You will return the Vehicle in the same condition as it was provided at the start of the rental. You are responsible for any repair or refurbishment costs and these will be added to the cost of the rental, subject to the conditions of the section "Summary of Optional Guarantees" as set out below

Using of the vehicle

The Vehicle must not be driven by anyone other than you and then only under the condition that your ability to drive is not in any way impaired by mental or physical incapacity or restricted by the Law.

The vehicle cannot be driven outside the territory.

Details of the restrictions which currently apply are displayed in the section 'Specific Rental Terms' and will be given to you at the same time as the rental agreement.

You must take care of the Vehicle, keep it in good repair and condition, pay any fines for which you may be liable, reimburse Europcar for any damage to the Vehicle, and refund Europcar for any costs it incurs.

You are liable for all fees, taxes, fines and penalties incurred in connection with the use of the Vehicle and for which Europcar is charged, unless they have arisen through the fault of Europcar.

During the rental period you must carry out the usual checks (engine oil level, tire pressure, etc.) as would any careful user and you must respect the maintenance cycle of the Vehicle as stated in the maintenance guide, if any.

When parking the Vehicle, even for a short period, you undertake to lock it and make use of the Vehicle's alarm and/or immobilization equipment. You must never leave the Vehicle unoccupied with the keys in the ignition. Non-return of the keys will lead to invalidation of the theft cover.

You undertake to use the Vehicle in a responsible manner and in particular, only for the purposes for which it is intended. For a car, this means primarily carrying passengers other than for hire and reward.

You will be liable for any offence committed during the rental period which relates in any way to your use of the Vehicle, as if you were the owner of the Vehicle. Upon the request of the Police or any official body Europcar may have to transfer your personal data. Such transfer will be done in accordance with the data protection Laws of the country of rental.

The Vehicle will be provided to you with a full fuel tank. You must only refuel the Vehicle with the correct type of fuel. Costs of fuel and for the refuelling service will be at your expense if the Vehicle is not returned with a full tank.

ATTENTION : Damage to the under body-work and/or roof due to collision with bridges, tunnels, overhanging structures etc., is excluded from the damage cover, unless force majeure can be proved...

you must not use the Vehicle under any of the following conditions or for any of the following purposes:

- driving the Vehicle under the influence of alcohol, drugs or any other type of narcotic substances
- transportation of inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances,
- carrying anything which, because of its smell or condition, harms the Vehicle or causes Europcar to lose time or money before it can rent the Vehicle again,
- transportation of live animals (with the exception of domestic pets, subject to prior authorisation by Europcar),
 - with a roof rack, luggage carrier or similar, unless supplied by Europcar,
- re-rental to or use by other persons,
- carrying passengers for hire or reward,
- participating in rallies, competitions or trials, wherever they may take place,
- giving driving lessons,
- pushing or towing another vehicle (except those vehicles equipped by Europcar with a towing-hook; maximum load 1,000 kg), or exceeding the authorised load weight.
- travelling on non-paved roads or on roads, the surface or state of repair of which could put the vehicle's wheels, tires or its under body mechanics at risk,
- intentionally committing any offence.
- none of the goods and baggage carried in the Vehicle, including their packing and stowage equipment, will be permitted to damage the Vehicle, nor put the occupants abnormally at risk,
- in any way which breaks the highway Code, road traffic laws or any other laws.

Maintenance / Mechanical Problems

The Vehicle has been provided to you with a full set of tires in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, you undertake to replace it immediately at your own expense with a tire of the same dimensions, type and wear characteristics.

You must stop the Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if you become aware of anything else which may indicate the presence of a mechanical problem with the Vehicle.

If the odometer has stopped functioning for any reason other than a technical failure, you will be required to pay a distance charge according to the rates in force in the country of rental.

When the rental starts, the Vehicle will be roadworthy and fit for normal use. If it is not, or if it becomes un-roadworthy or unfit for normal use during the rental because of mechanical breakdown or accident, you must inform a Europcar station or telephone the emergency number shown on the wallet of the rental agreement.

Europcar will have the choice between replacing the Vehicle or accepting repairs to be done to the Vehicle. In the latter case, repairs can only be made after written or oral confirmation from and instructions given by Europcar as well as prior acceptance by Europcar of the estimation of costs. You must be able to provide the name and station name of Europcar accepting the repairs. Without prejudice to any question of liability, the expenses for the repairs may be charged directly to Europcar. If not, Europcar reserves the right to request from you the remittance of the defective pieces and the paid invoice.

The fees and expenses of any repair undertaken without the order of Europcar will not be reimbursed to you. You must inform Europcar, or one of its agents, of all accidents, damage to or breakdowns of the car, even those which may already have been repaired, when you return the Vehicle. You will remain liable for any damages to Europcar.

In any case, neither Europcar nor its directors, officers or employees will be liable to you for any loss or damage (including but not limited to loss of profit or earnings...) nor, to the extent permitted by the Law, for indirect consequential damages whether your action is based on contract or in tort.

Rental Period

Principle and calculation

You undertake to return the Vehicle to Europcar at the agreed place, on the date and at the time indicated on the rental agreement.

The maximum duration of a rental agreement is 30 days. The rental duration is calculated on the basis of indivisible periods of 24 hours, starting from the time the Vehicle is made available. However, a 29 minute grace period is applied at the end of the rental before the start of a new 24-Hour period.

If you return the Vehicle to any other Europcar rental location than the agreed location, repatriation costs will be charged to you.

Should you wish to keep the Vehicle for a period longer than that originally set out in the rental agreement, you are must first contact by phone the nearest Europcar location in order to extend the duration of the rental agreement (depending upon the country of rental this may require you to come in person to a Europcar location).

The Vehicle is insured for the period mentioned on the rental agreement. Unless otherwise agreed in writing by Europcar, once this period is passed, the contracting party remains liable for any damages to Europcar.

End of rental

The end of the rental is defined by the return of the Vehicle and of its keys to the rental counter at the agreed Europcar location. This must be done to a uniformed Europcar employee and under no circumstances should you give the keys to any person present at the Europcar location and who you assume or who purports to be a Europcar employee. If explicitly mentioned in writing in the rental agreement the keys may be returned to the reception desk of an hotel.

If the Vehicle is returned without its keys, you will be invoiced for the cost of the replacement keys. Europcar strongly recommends that you carefully read this information available at counter

Under no circumstances will Europcar accept any liability for articles that may have been left in the Vehicle at the end of the rental.

In the event of confiscation, theft or accident

In the event of measures by third parties, including attachment, confiscation or impounding of the Vehicle, you must immediately inform Europcar in writing. Europcar will then be entitled to take all measures which it deems necessary to protect its rights. You will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss...) to the Vehicle unless it is demonstrated that Europcar is directly responsible for such confiscation or impounding of the Vehicle.

Furthermore, the rental agreement may be automatically terminated as soon as Europcar is informed of such action by the legal authorities or by you.

Any use of the Vehicle which may be detrimental to Europcar will entitle Europcar to automatically terminate the rental agreement with immediate effect. You will then return the Vehicle immediately as soon as Europcar so requests.

In the event of theft of the Vehicle, the rental agreement will be terminated as soon as Europcar has received a copy of the theft declaration made by you to the police authorities.

In the event of an accident, the rental agreement will be terminated as soon as Europcar has received a copy of the accident report completed by you and, where applicable, the third party. If Europcar provides a new vehicle, the rental agreement will be amended accordingly.

Furthermore Europcar will have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in the Vehicle including, in particular, baggage and/or goods.

Insurance

All the vehicles in Europcar's fleet are insured against Bodily Injury and/or Property Damage that you might inflict on a third party as a result of an accident involving the Vehicle. The amounts for such liability cover are available on request in the country of rental. In particular, you must comply with the rule concerning permitted destinations, as set out in Article "use of the vehicle" above, in order to have the full benefit of the insurance provisions.

in the event of theft of the Vehicle or damages caused to it, you must fully indemnify Europcar (the indemnification will include the amounts corresponding to the repair costs, resale value of the Vehicle, loss of use, administration charges...).

The amount will not exceed the market value of the rented vehicle at the time of the event.

This liability may be reduced if you opted for the "reduced liability" plan as defined in Article above.

Therefore, at the end of the Rental, IN THE EVENT OF DAMAGE OR THEFT, YOU WILL BE DEBITED with an amount equal to the non-waivable excess charge according to the tariffs in force in the rental country. IN THE EVENT OF LIGHT DAMAGE, YOU WILL BE DEBITED according to the provisions.

You are advised that any waivers you may have chosen will be invalidated if you fail to take reasonable measures for the safety of the Vehicle, its parts or accessories, or fail to comply with all restrictions on the use of the Vehicle or otherwise abuse or misuse it.

You will not be exempt from liability towards Europcar in the case of breach of contract. Therefore, you will be responsible for any financial loss Europcar suffers as a result of such breach and for any relevant claims made by other people. You agree to pay any amounts Europcar spends in enforcing these terms.

All our cars have air conditioning .

FRANCHISES & GARANTIES OPTIONNELLES (TTC)

		FRANCHISES			Rachat Partiel - PCDW			Rachat Total - TCDW		
		CAUTION	VOL	ACCIDENT	Prix par jours	Franchise	Caution Accident	Prix par jours	Franchise	Caution Accident
MCMR	RENAULT TWINGO	650	900	650	7	325	325	10	0	350
EBMR	DACIA SANDERO	650	900	650	7	325	325	10	0	350
EBMD	DACIA SANDERO Diesel	650	900	650	8	325	325	12	0	350
EDMR	RENAULT CLIO	650	900	650	8	325	325	12	0	350
EDMD	RENAULT CLIO GPS	650	900	650	8	325	325	12	0	350
EXMR	RENAULT CLIO Diesel	650	900	650	9	325	325	14	0	350
ECAR	RENAULT CLIO BVA	1 200	1 500	1200	9	600	600	14	0	350
CDMR	RENAULT CAPTUR	1 200	1 500	1200	9	600	600	14	0	350
CDMD	RENAULT CAPTUR Diesel	1 200	1 500	1200	9	600	600	14	0	350
CMMD	RENAULT KANGOO Diesel	1 200	1 500	1200	12	600	600	16	0	350
CMAR	RENAULT CAPTUR BVA	1 200	1 500	1200	12	600	600	16	0	350
IMAD	DACIA DUSTER BVA	1 200	1 500	1200	12	600	600	16	0	350
IMMR	DACIA DUSTER	1 200	1 500	1200	12	600	600	16	0	350
IMMD	DACIA DUSTER Diesel	1 200	1 500	1200	12	600	600	16	0	350
IFMD	DACIA DUSTER 4*4 Diesel	1 200	1 500	1200	12	600	600	16	0	350
SWMD	DACIA LODGY Diesel	1 200	1 500	1200	12	600	600	16	0	350
SVMD	RENAULT KANGOO Diesel	1 200	1 500	1200	12	600	600	16	0	350
FFMD	NISSAN X-TRAIL 7P Diesel	1 200	1 500	1200	12	600	600	16	0	350
LVMD	RENAULT TRAFIC 9P Diesel	1 200	1 500	1200	15	600	600	20	0	350
PRESTIGES										
SFMR	RENAULT KADJAR	2 000	3 000	2000	20	1 000	1 000	X	X	X
SFAR	RENAULT KADJAR BVA	2 000	3 000	2000	20	1 000	1 000	X	X	X
SFAD	RENAULT KADJAR BVA Diesel	2 000	3 000	2000	20	1 000	1 000	X	X	X
SDAD	RENAULT TALISMAN BVA Diesel	2 000	3 000	2000	20	1 000	1 000	X	X	X
PDAD	VOLVO XC60 BVA Diesel	2 500	3 500	2500	20	1 250	1 250	X	X	X
UTILITAIRES										
VPIW	Renault Kangoo 3m3	1200	2000	1200	12	600	X	X	X	X
VGBW	Renault Trafic 8m3	1200	2000	1200	12	600	X	X	X	X
VGHW	Renault Master 10m3	1200	2000	1200	12	600	X	X	X	X
TPTW	Renault Mascott Benne	1200	2000	1200	18	600	X	X	X	X
TPBZ	Fourgon avec Hayon - 16m3	1200	2000	1200	18	600	X	X	X	X
SPMR	NISSAN Navara	1200	2000	1200	12	600	X	X	X	X
VGFW	NISSAN NV200 frigo 3m3	1200	3000	1200	X	X	X	X	X	X
VMFW	Iveco Daily Frigo 8m3	1800	3000	1800	X	X	X	X	X	X
VYFW	Camion Frigorifique 13m3	1800	3000	1800	X	X	X	X	X	X
SANS PERMIS										
XBMD	IXO LIGIER SANS PERMIS	1200	1500	1200	X	X	X	X	X	X

*In case supplementary insurance are accepted.

Tire damage, wheels and flat tires, towing charges, damage or theft of accessories (mirror, antenna, flashing beacon), the damage caused by water (rain, sea) because of negligence, interior damage, damage caused under the vehicle and due to improper use of the vehicle, the damage out of an asphalt road, and more generally for any damage due to improper use of the manufacturer standards to remain the customer even if the deductible reduction insurance (CDW) has been subscribed.

- The loss of key forcing us to change all the locks, the total amount of this expense will be charged to the customer.
- Replacement of keys because of damage remains the responsibility of the customer.
- The non-return of the keys of the vehicle, following the theft, will be billed to him.
- The damage caused to the vehicle by an unauthorized driver remain entirely the responsibility of the tenant.
- The damages caused to the vehicle are covered only in case of the an accident with an identified third party and on production of an accident report within 24 hours.
- Theft or damage to the vehicle must also be declared to the police. The absence of these documents involves full payment of damage by the customer.
- Personal belongings are not covered....

PAYMENT

Payment

Renters are liable with the payment of the entire cost of the rental. For the payment in 3 or 2 times please refer to the French GTC.

The estimated rental cost and benefit is payable in advance. It includes: the rental price, calculated according to the rates in effect at the signing of the contract; any fees or cost options accepted by the customer, the different contributions to the complementary guarantees or insurance policies; plus the security deposit, if any, and the evaluation of the fuel service.

When paying using a credit card, the main driver will be the holder. However, the amount of the deposit, only an authorization, will be required at time of hire. On return, the amount of any balance of the invoice will be automatically debited from the account corresponding to the card presented unless the customer has other means of payment accepted by the Renter, subject to the application of the provisions of this Article --Bra on the advance payment if any.

The customer agrees the debit of all the cost related to his rental. (fuel, repairs, tickets and fines, extra days ...).

Failure to pay

In the event of non-payment by the due date shown on the invoice, you will be liable, for payment of interest on the due amount in accordance with the details on the invoice, if any.

Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorise Europcar to require immediate return of any vehicles still on rent and to terminate the agreements relating to such rentals.

Security Deposit

At time of "Check-out" - after confirmation or amendment of the booking details with the customer - Europcar estimates the amount required for authorisation and requests an electronic authorisation from the card holder's issuing bank (the "Deposit").

The authorisation procedure allows Europcar to assess the final transaction amount and receive the protection of an authorisation before the start of the rental period. It confirms that the card holder's bank account is valid and within the available spending limit.

Amount of deposit depends on the category delivered and purchased warranties.:

- The amount of deposit stays valid for the length of the rental agreement period. For rental agreements longer than thirty (30) days, a new estimated authorisation for each periodic amount is requested by Europcar from the card holder's bank account

The amount of deposit subject to authorisation is expressly mentioned on the rental agreement.

The amount is indicated below and cannot be under 650€.

At the end of the Rental, IN THE EVENT OF DAMAGE OR THEFT, YOU WILL BE DEBITED with an amount equal to the non-waivable excess charge according to the tariffs in force in the rental country. IN THE EVENT OF LIGHT DAMAGE, YOU WILL BE DEBITED.

At the end of the Rental, if no damage, theft or any other fee is reported, the deposit will be refunded.

Prepayment Terms and Conditions

This Europcar Prepayment Confirmation is subject to the following terms and conditions (the "Terms"). If the customer does not agree to these Terms, the customer may cancel this reservation. Otherwise, the customer acknowledges having read and understood these Terms and agrees to be bound by them.

1 - Prepaid rates are strictly non-discountable and cannot be combined with any other promotional offer. The Europcar Prepayment Confirmation is not transferable.

2 - Rates exclude all applicable charges which are not expressly mentioned on the Europcar Prepayment Confirmation as included, and any optional additional services for which the customer may be liable. A valid major credit card must be presented to the Europcar rental counter at time of pick-up to cover any additional anticipated charges not covered by the prepayment amount. An authorisation will be obtained at time of rental and only on return of the vehicle will the corresponding charges be posted to the credit card.

3 - A non-waivable amount may apply if the vehicle is stolen or damaged, for whatever reason, even if Collision Damage Waiver, Theft Waiver and/or Loss and Damage Waiver has been purchased or are included in the rental charges.

4 - The customer may amend its reservation free of charge, by using the same booking channel that the one used for its reservation or by contacting [our local Call Center](#)

Amendment to the reservation may affect the rental rates and may require a new Europcar Prepayment Confirmation to be issued.

5 - The customer may cancel its reservation by using the same booking channel that the one used for its reservation or by contacting [our local Call Center](#)

Cancellations made through the Europcar reservation web site will take effect at the date and time the cancellation is successfully recorded in the Europcar reservation system.

Cancellation is free of charge up to 30 days before the check-out start time;

Cancellation will be charged 10% fees based on the Prepaid amount if made between 20 and 29 days before the check-out start time.

Cancellation will be charged 20% fees based on the Prepaid amount if made between 7 and 19 days before the check-out start time.

Cancellation will be charged 100% if made 7 days or less before the check-out start time.

No refunds shall be given if the customer fails to collect the vehicle on the rental start date and has failed to notify Europcar in due time.

6 - If the amendments to the reservation are not done according to Article 4, no refunds shall be given for unused days for rentals ended early (i.e. the customer returns the vehicle before the end of the agreed rental period) or late collections, if the customer fails to collect the vehicle on the rental start date or cancellations made after the due rental start date.

7 - All rentals are subject to standard terms and conditions of the Europcar Rental Agreement in effect at the time and place of rental. Minimum rental age and pre-requisites to drive a Europcar vehicle may vary from country to country and by car category.

8 - All drivers must have a valid driver license in effect at least one year (or more according to the renting country and the car category) prior to the rental start date and present it to the Europcar rental counter at the commencement of the rental. A valid major credit card must be presented at time of rental as provided in Section 2 above.

9 - Only a car category can be confirmed. Specific make/model preferences are subject to availability at the time of rental.

10 - Rental days are based on 24-hour periods commencing at the time of pick up. Additional day charges will apply if the Europcar vehicle is kept longer than specified (additional days begin after a 30-minute grace period and will be billed at the available public rate).

11 - All drivers are informed that any information is supplied voluntarily in order to provide the car rental service and will be stored on a computerised database that all drivers can consult at any time to review and rectify his/her personal data on request to the Europcar Sales Administration Department of its country of residence.

In the event of confiscation, theft or accident

You are responsible of the rented vehicle.

In the event of measures by third parties, including attachment, confiscation or impounding of the Vehicle, you must immediately inform Europcar in writing. Europcar will then be entitled to take all measures which it deems necessary to protect its rights. You will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss...) to the Vehicle unless it is demonstrated that Europcar is directly responsible for such confiscation or impounding of the Vehicle.

Furthermore, the rental agreement may be automatically terminated as soon as Europcar is informed of such action by the legal authorities or by you.

Any use of the Vehicle which may be detrimental to Europcar will entitle Europcar to automatically terminate the rental agreement with immediate effect. You will then return the Vehicle immediately as soon as Europcar so requests.

In the event of theft of the Vehicle, the rental agreement will be terminated as soon as Europcar has received a copy of the theft declaration made by you to the police authorities.

In the event of an accident, the rental agreement will be terminated as soon as Europcar has received a copy of the accident report completed by you and, where applicable, the third party. If Europcar provides a new vehicle, the rental agreement will be amended accordingly.

Furthermore Europcar will have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in the Vehicle including, in particular, baggage and/or goods.

Owner's limitation of liability

Nothing in these terms and conditions shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of Europcar. You expressly acknowledge and agree that Europcar, its officers, directors, employees shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Europcar has been advised of the possibility of such damages), resulting from the booking and prepayment. These terms and conditions have been issued under French law and are accessible on www.europcar.com hosted on French territory. French law is applicable, and the Paris Courts have jurisdiction, to the extent provided for under Article 5-1 of the Rome Convention of 1980 and Articles 14 and 15 of the Brussels Convention.

Summary of the Optional Contractual Guarantees Offered by Europcar

ATTENTION : all the following guarantees are only applicable for the duration of the rental, on the territory and subject to compliance with the requirements of age and license, allowed use of the vehicle and its return.

Guarantee damage and / or theft

CDW (Collision / Damage Waiver):

If chosen and indicated in the rental agreement or if included in the rate, this facility will limit your liability for any damage to the Vehicle which is not otherwise recovered from a third party, subject to the Non-Waivable Charge. Exceptions to this regulation may apply in some countries.

NWC (Non-Waivable Charge):

Fixed amount charged for every rental for which CDW has been taken out and where the Vehicle is returned damaged and the repair costs are not recovered from a third party. The amount of Non-Waivable charge may vary from time to time. Details are available at time of rental.

P.A.I (PERSONAL ACCIDENT INSURANCE):

If chosen and indicated in the rental agreement or if included in the rate, this option provides a financial indemnity for you and passengers (subject to permitted number of occupants in the vehicle) in the event of death or permanent disability. The amounts vary from country to country and may also vary depending on whether an adult or a child is involved. Similarly, Partial Disability may lead to lower payment or to no payment at all if disability percentage is below a certain threshold.

Payment of the above mentioned guaranties is made at the time of Check out.

ATTENTION : Damage to the under body-work and/or roof due to collision with bridges, tunnels, overhanging structures etc., glass breaking, flat tire or stolen tire is excluded from the damage cover, unless force majeure can be proved. Are also excluded the theft of all carried freight or personal belongings.

Depending on the subscribed guarantee level, you may be charged for each claim the amount of the non-waivable or non-waivable reduced excess, depending on the type of vehicle, which is indicated on the contract, from your rental and table above. If the amount of damage actually suffered by the renter is less than this amount, only the lower of two amounts will be due.

If your responsibility is unobstructed and reimbursement obtained from responsible third parties, this amount will be fully refunded.

CANCELLATION OF WARRANTY

Only drivers mentioned on the RA are insured, should this disposition not be respected, the renter will no longer be covered and will be responsible for any damage or theft or fee.

CLAUSE OF JURISDICTION

All these conditions are published according with the French legislation and are available on www.europcar-martinique.com. French law prevails and competence is granted to Fort de France court under the limits of dispositions of article 5-1 of 1980 Roma convention and articles 14 and 15 of Brussels convention. Any dispute that cannot lead to a mutual agreement will be redirected to the court of the car renter.

DATA AND LIBERTY

Informations collected are necessary to enable car rentals and other operations (reservations, billing...). All these informations will be stocked in a database and can be used by the car rental, other companies of the group, franchisee and partners. The renter can consult all the informations he is concerned by to check and modify them upon request sent to CORAIL SAS Quartier AEROPORT - 97 232 Le Lamentin

ARTICLE 15: MEDIATION

In the event of a dispute, the Parties agree to seek an amicable agreement as a matter of priority.

In the absence of an amicable agreement, in accordance with articles L. 612-1 and following of the Consumer Code, the consumer Client has the possibility of making free use of the mediation by seizing the Ombudsman of the National Council of the professions of the automobile.

The Ombudsman can be seized:

- electronically on the website of the Mediator www.mediateur-cnpa.fr,
- by downloading the referral form (section Contact us from the site www.mediateur-cnpa.fr) and sending it by mail: Mr. Mediator of the National Council of the Professions of the Automobile (CNPA), 50 rue Rouget de Lisle - 92158 SURESNES CEDEX or by email: mediateur@mediateur-cnpa.fr.

In accordance with European Regulation 524/2013, the Lessor informs the Consuming Customer who has booked online of the existence of a European online dispute resolution platform between e-merchants and consumers: <http://ec.europa.eu/Consumers/odr>.