

## The Family Van - General terms and conditions of sale

The Family Van defines its conditions of sale (CGV) according to the particularities of its trips. Any purchase of a trip therefore implies acceptance of these conditions. We would like to emphasize that the escorted tours offered on our website [www.thefamilyvan.fr](http://www.thefamilyvan.fr) are, in the sense of the regulations in force, a package and, as such, you benefit from the rights reproduced in article 26 hereof.

### **OUR TRAVEL OFFERS**

Our offers include (1) escorted tours for groups, (2) tailor-made trips to be designed according to your wishes with the help of one of our advisors, and (3) fixed-term van rentals.

## Guided tours & tailor-made trips

### 1. Applicable law, content of the contract, position of the customer

Only the services mentioned on the booking form are considered contractual:

for group holidays, the services mentioned on the travel specification sheet when booking on the [www.thefamilyvan.fr](http://www.thefamilyvan.fr) website.

for customized stays, the services mentioned on the quotation validated by the customer.

#### 1.1. ACCOMPANIED TOURS AND FAMILY TRIPS

On our website [www.thefamilyvan.fr](http://www.thefamilyvan.fr), we provide detailed information on the specifics of each of our escorted group tours. In particular, you will be able to find out about (i) the day-by-day programme of the trip, (ii) practical information about the destination and (iii) other information to help you make the most of your trip. All the information concerning the "Date and Price" will be provided to you during the searches carried out on the site. This will give you an indication of the price of the trip according to the tour chosen and the date envisaged. Our tours can accommodate minors accompanied by an adult, provided that their age and physical ability make it possible to complete the tour under normal conditions. Please note that we offer tours specially designed for families: however, these are only available to participants travelling with at least one minor child. Please note that our tours may require a certain level of physical commitment.

We therefore recommend that you pay particular attention to the information indicating the level of physical involvement required for the holiday in which you are considering taking part. It is therefore up to each participant to determine, on the basis of the information provided, whether he or she has the necessary abilities to take part in the holiday. In case of doubt, we invite you to contact The Family Van as well as any specialist (e.g. attending physician in case of medical history) in order to validate your ability to undertake the chosen trip.

## 1.2. TAILOR-MADE TRIPS

You can put together a personalised trip with the help of our advisors. All you need to do is send a request with the type of trip you want and the details of your request to [contact@thefamilyvan.fr](mailto:contact@thefamilyvan.fr).

## 2. HOW TO REGISTER

All bookings for The Family Van trips can be made directly via our website [www.thefamilyvan.fr](http://www.thefamilyvan.fr). Simply choose your trip and book directly at [www.thefamilyvan.fr](http://www.thefamilyvan.fr).

### 2.1. REQUEST FOR A QUOTE FOR TAILOR-MADE TRIPS

If you are interested in a personalised holiday on the dates and with the travellers of your choice, please send a request for a quote to [contact@thefamilyvan.fr](mailto:contact@thefamilyvan.fr).

We will get back to you as soon as possible to discuss your requirements.

### 2.2. REGISTRATION

All registrations for The Family Van holidays are considered firm and definitive once the deposit or the total price of the trip (depending on the departure date) has been paid in accordance with the procedure described in article 3 of these terms and conditions. On receipt of your registration, The Family Van will check the price paid by the user to ensure that the chosen services are available on your departure date. If the holiday booked by the user proves to be fully booked and/or unavailable on the departure date, The Family Van will refund the full amount paid as soon as possible and without any deduction whatsoever. We emphasize that the person making the booking in the name and on behalf of the various participants in the trip undertakes to pass on to each participant the information provided by The Family Van concerning the trip booked. In accordance with article L 221-28 of the French Consumer Code, you do not benefit from a withdrawal period for the purchase of travel services.

## 3. TERMS OF PAYMENT

### 3.1. PAYMENT TERMS AND CONDITIONS

For all registrations for our holidays:

- According to the payment method that you choose and if your registration is made more than 60 days before the departure date of the trip, The Family Van will collect a deposit of 30% of the total price of the trip. The balance of the price of the trip must be paid, without any reminder from us, and collected by The Family Van no later than 30 days before the departure date. Any delay in the payment of a deposit and/or the balance will be considered as a cancellation on your part, for which the cancellation fees referred to in article 6 below will also be taken into account.
- If you register 60 days or less before the departure date, you must pay the full price of the trip.

### 3.2. PAYMENT IN SEVERAL INSTALMENTS FREE OF CHARGE

During the booking process, we offer you the option of paying for your stay in several instalments free of charge. The maximum number of payments authorised is 5 and depends on the number of months preceding the booking.

For example, if you book in April for the month of September, you will have the option of paying in 5 instalments free of charge.

On the other hand, if you book in April for July, you can choose to pay in 3 instalments, free of charge.

If you choose this method of payment, you have two options:

- pay the 30% deposit as explained in article 3.1 and pay the balance in instalments when the trip is confirmed by The Family Van team and according to the number of instalments remaining before the departure date
- pay the 30% deposit as explained in article 3.1 and pay the balance directly in several instalments free of charge depending on the number of instalments remaining before the departure date.

### 3.3. MEANS OF PAYMENT

Payment must be made via the payment platform on our website. You can pay for your trip by credit card (Visa, Eurocard, Mastercard only - Amex not accepted).

### 3.4. INVOICE

For any payment whose amount has been validated and collected, The Family Van undertakes to make an invoice available on the traveller's space of the person who has made the payment, at the latest within 15 days of any collection.

## 4. TRAVEL INFORMATION

### 4.1. ADMINISTRATIVE AND HEALTH FORMALITIES

Before registering to undertake your trip, the user must check that each traveller wishing to take part in the trip, depending on their personal situation and nationality, is in possession of valid identity papers (passport or national identity card (CNI)), the document that will be used to carry out the planned trip, as well as any other document(s) / supporting documents (visa/exit permits, family record book, etc.) that are necessary and comply with the requirements for transiting and/or entering the country(ies) of the trip. ) that are necessary and comply with the requirements for transiting and/or entering the country(ies) of the trip. The Family Van provides information on formalities for all French nationals. For the organisation of your trip, we inform you that certain countries and/or service providers (in particular, customs authorities, airlines, etc.) require the transmission of some of your personal data in order to complete forms and/or requirements relating to their reservation and/or control systems.

We may therefore be obliged to communicate the following data to these service providers:

- Your surname(s), first name(s), date of birth and gender as they appear on the identity document (if the destination allows it) that you will use for your journey and to complete transit or entry authorisations if required (visa, ESTA, etc.);

- Details of any special assistance required (children, people with reduced mobility, etc.). If you are required to fill in administrative forms to complete your trip, it is important to fill them in with the same information as that sent to The Family Van, i.e. surname(s), first name(s), date of birth and gender. If you do not follow this procedure, you may be refused entry to the country. In addition, it is important to know that a traveller who is unable to use the transport tickets made available to him/her because he/she fails to present the required police, customs and/or health documents will not be entitled to any refund of the price of his/her stay. The Family Van cannot under any circumstances be held responsible for the consequences of the traveller's actions, which may have an impact on the police, customs or health regulations that may apply during the trip (e.g. loss of identity papers and/or plane tickets, etc.).

#### 4.2. INFORMATION ON SAFETY AND HEALTH RISKS

We recommend that you carefully consult the country information sheet for the country or countries you are travelling to on the French website of the Ministry of Europe and Foreign Affairs (MEAE) [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr), under the heading "Advice to travellers", before you leave. The Family Van may ask you to sign the MEAE form for the country(ies) you are visiting or travelling through, as part of its duty to provide information. However, this request does not constitute a waiver of responsibility. With regard to health risks: we recommend that you regularly consult the information on risks in the country(ies) you are travelling to, and follow the instructions available on the websites (1) of the French Ministry of Solidarity and Health: [solidarites-sante.gouv.fr/](http://solidarites-sante.gouv.fr/) and (2) of the World Health Organisation: [www.who.int/fr/](http://www.who.int/fr/)

#### 4.3. ACCESSIBILITY

Some of our holidays require a greater or lesser degree of physical commitment, depending on the level of sport suited to the holiday chosen. As a result, not all our holidays are suitable for all types of profile. Please contact our team for more information about the accessibility of our trips.

#### 4.4. MINOR TRAVELLERS

##### 4.4.1. Registration - The Family Van accepts the registration of travellers who are minors.

All requests for registration of minors for a specific trip, unaccompanied by their parents or guardians, will be subject to the presence of an adult (validated by the legal guardians of the minor concerned) and subject to the prior agreement of The Family Van. If the request is approved, it must be signed by the father, mother or legal guardian and marked "agreement of father, mother or guardian".

**Conditions of sale** - Depending on the destination, minors must have the necessary administrative documents: national identity card, passport, authorisation to leave the country and/or a visa. Legal guardians should find out in advance about the documents required by the destination country for their chosen holiday by consulting the country information sheets on the [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr) website.

#### 4.4.2. Minors travelling with one of their parents, guardians or other persons of adults

For minors travelling with one of their parents, guardians or other adults, it is the responsibility of the person in charge to ensure that they are in possession of the minor's important documents (family record book and national identity card or passport). In addition, the minor must also have their parents' contact details (name, address and telephone number) so that they can be in direct contact with them throughout the journey. It should be noted that some countries may require proof that the other parent has authorised the trip.

## 5. MODIFICATIONS / INTERRUPTION OF SERVICES REQUESTED BY THE TRAVELLER

### 5.1. CHANGING THE DATES OF YOUR TRIP

The Family Van offers you the opportunity to change the dates of your trip under the following conditions.

The Family Van will charge the following change fees:

- More than 30 days before departure: free cancellation;
- 30 to 21 days before departure: 30% of the total cost of the trip;
- 20 to 14 days before departure: 50% of the total cost of the trip;
- 13 to 7 days before departure: 75% of the total cost of the trip;
- 6 to 3 days before departure: 80% of the total price;
- Less than 3 days (or no show): 100% of total tour price;

### 5.2 TRANSPORT SERVICES

Following registration for the trip, any change relating to transport and in particular to the surnames/first names of the traveller(s) may result in additional costs and/or penalties, the amount of which must be paid by the traveller(s) to The Family Van before departure.

### 5.3. OTHER SERVICES

After registering for the trip, any additional costs incurred by any request for modification (additions or deletions) will be borne by the travellers and must be paid to The Family Van before departure. In the absence of payment, The Family Van cannot be held responsible for making the desired changes. From the date of departure, requests for modification and/or non-fulfilment of all or part of the trip services will not give rise to a refund of the initial services. Any new service requested during the trip must be paid for in advance with The Family Van or the service providers concerned.

### 5.4. SPECIAL CASES

In the event of a request for a change to the departure and/or return date, you may be billed for additional costs imposed by our service providers.

## 6. CANCELLATION/RESCISSION CONDITIONS AND COSTS

If you are obliged to cancel your trip before departure, you must inform The Family Van as soon as possible by any written means, in order to obtain an acknowledgement of receipt. The date of cancellation for the purposes of charging cancellation fees will be the date of issue of the written notice. However, The Family Van will not refund the cost of registration, visa and passport. In the event of cancellation of your trip, the provisions set out in this article will apply.

### 6.1. CANCELLATION/RESOLUTION FEE SCHEDULE FOR ALL TRIPS

The Family Van will charge the following cancellation/rescission fees:

- More than 30 days before departure: free cancellation;
- 30 to 21 days before departure: 30% of the total cost of the trip;
- 20 to 14 days before departure: 50% of the total cost of the trip;
- 13 to 7 days before departure: 75% of the total cost of the trip;
- 6 to 3 days before departure: 80% of the total price;
- Less than 3 days (or no show): 100% of total tour price;

### 6.2. CANCELLATION/RESCISSION BY CERTAIN PARTICIPANTS AND CONTINUATION (APPLICABLE TO PRIVATISED AND/OR TAILOR-MADE TRIPS).

In the event that one or more travellers booked on a privatised and/or tailor-made trip cancel(s) their participation in a trip maintained for the other participants, The Family Van will be invoiced for the one(s) cancelling:

→ the cancellation fees referred to in article 6.1 above as well as :

→ the costs incurred by The Family Van to enable the subscribed trip to be maintained at the same price for participants who have already registered, and who confirm their participation in the trip. As the price of a privatised and/or tailor-made trip is set according to a specific number of participants and the services required to make the trip possible, The Family Van cannot penalise other participants who have maintained their participation.

The cancellation of one or more participants therefore has a direct impact on the price of the trip for all the remaining registered participants.

In the event of cancellation, for any reason whatsoever, costs incurred by the traveller(s) other than the trip subscribed to with The Family Van, such as: transport costs to the place of departure and return home, costs of obtaining visas, travel documents, vaccination costs, cannot be reimbursed by The Family Van, which cannot be held responsible.

## 7. Vehicles

### 7.1. DEPOSIT

The deposit capture will be carried out on the day the rental begins via our Smile and Pay payment terminal.

For drivers aged 21 years or older, holding a class 3 or B driving license for at least 3 years and without interruption at the time of rental, a check will be made before departure to

ensure that the amount of the deposit (€2,000, €1000 or €500 depending on the level of insurance chosen) is available on your bank account.

For drivers aged 19 years or older, holding a class 3 or B driving license for at least 1 year and a maximum of 3 years and without interruption at the time of rental, a check will be made before departure to ensure that the amount of the deposit (€2,500, €1,500 or €1000 depending on the level of insurance chosen) is available on your bank account.

We will make sure that the necessary amount is deducted directly from your account should this prove necessary (repair of breakages, cleaning, etc.).

The deposit will be certified to the hirer at the time of booking. The rented vehicle will not be handed over to the hirer without this verification carried out via our payment terminal. The Family Van is entitled to terminate the rental contract without notice if the verification of the deposit via Smile and Pay is unsuccessful or if part or all of the payment is missing at the time of departure, subject to any claim for damages.

When the vehicle is handed over at the start of the rental period, any existing damage to the rented van will be noted in writing and given to the hirer in the form of a report. If the vehicle is returned in the same conditions and in good condition, the security deposit will be released within 20 days of the end of the rental period. However, it should be noted that this does not release the hirer from liability for any hidden defects or damage that may be discovered by the hire company within 48 hours of the vehicle being returned.

In the event of an accident with another party, the security deposit, including the excess due by the Hirer, will be retained or reclaimed by the Hirer until the question of guilt has been fully clarified by judicial or extrajudicial means.

The Hirer may be invoiced for additional costs or charges (e.g. a special cleaning charge) upon return of the vehicle, if it is possible to calculate them at that time. If additional costs are actually incurred (e.g. fines, additional damage ascertained on claim), the lessor will invoice the hirer for these costs and the correlated administrative costs (e.g. costs of processing the claim, costs of processing fines) at a later date, when the lessor is aware of these costs.

The Family Van reserves the right to deduct the corresponding additional costs or charges directly from the deposit.

However, the hirer may, if he/she wishes, contest this calculation within 14 days of receipt of the letter, by e-mail or post. The same applies to proof that the tenant was not responsible for the event that gave rise to the additional costs. If the hirer does not respond within the specified period, the additional costs will be invoiced to the hirer.

## 7.2. PERSONS AUTHORISED TO DRIVE THE VEHICLE

The Family Van's converted vans may be driven by any individual aged at least 19 who has held a class 3 or B driving licence for at least 1 year without interruption at the time of hire.

The principal hirer of the vehicle, as well as any secondary drivers, must be named and must present their driving licence to the hire company when the vehicle is handed over. Copies are not accepted. It is agreed that the hirer of the rented vehicle is responsible for it for the agreed rental period.

The hirer takes responsibility for the driver's actions as his own. In the event of a rental by several hirers, the latter shall be jointly and severally liable.

All persons accompanying the hirer during the hire period must be indicated to the lessor. If there is any doubt about the truthfulness of the object and the number of passengers, the lessor reserves the right not to hand over the rented vehicle at the required time.

The rented vehicle may only be driven by the lessee himself/herself and the drivers previously indicated in the rental agreement. If a driver who is not authorised to drive the rental vehicle is authorised to do so by the hirer, this constitutes a breach of the rental conditions. The hirer is liable for any damage caused by an unauthorised driver. Furthermore, the unauthorised driver cannot claim any insurance cover through the services offered by the hire company and subscribed to by the hirer when validating a journey. In such cases, cover is provided exclusively under the legal civil liability insurance.

The leasing of the rented vehicle to corporate clients is only authorised for private purposes that have been authorised for the lessor or its employees. If, on the basis of the provisions of the rental agreement, the hirer, as a business customer, is authorised to pass on the rental vehicle to his employees, the hirer is obliged to ensure that the rental vehicle is only passed on to employees who are authorised to drive within the meaning of this article.

The hirer and the drivers are not authorised to drive the hired vehicle if their ability to drive is impaired. (state of intoxication, consumption of drugs, illness that may affect the driver's ability to drive)

### 7.3. PICK-UP AND DROP-OFF OF THE RENTAL VEHICLE

#### **Pick-up times:**

The rented vehicle must be picked up by the lessee at the time and place specified in the rental agreement.

The van must be picked up between 9am and 6pm. The rental company will charge an additional €40 for any pick-up between 7am and 9am or after 6pm.

#### **Return times :**

The hirer is obliged to return the rented vehicle at the end of the rental period at the place and time specified in the rental contract.

The time slot for returning the vehicle is between 9am and 6pm.

The rental company will charge an additional €40 for any return between 7am and 9am.

If the Hirer returns the vehicle outside the return period (between 9am and 6pm) without this being stipulated in the rental contract signed by the Parties on the day of pick-up, the Hirer reserves the right to invoice the Hirer on the basis of a flat-rate charge of €30 (incl. VAT) per hour of delay after 6pm, without prejudice to the Hirer of converted vans.

The Hirer must assume that the Hirer is using the rented vehicle illegally. The Hirer is then entitled to lodge a complaint with the competent authority.

#### **Conditions of the van :**

Upon return of a converted van, the lessee is obliged to inspect the rented vehicle with a representative of the lessor. During the inspection, any new damage to the vehicle that was not indicated on the rental contract when the vehicle was picked up will be recorded. In the event of damage, the lessor will invoice the customer within 14 days of returning the vehicle. If hidden damage is not visible on inspection of the vehicle, e.g. due to external soiling, the



return of the vehicle without objection does not imply an acknowledgement of no debt by the lessor.

**Vehicle return charge:**

The leased vehicle must be returned with at least 75% range. The lessor will invoice the lessee after the vehicle has been returned for €1 per KW short of the recharge level noted on the departure inventory. This amount may be deducted directly from the deposit.

If the vehicle is returned with less than 75% battery, the rental company will invoice the hirer an additional €50.

**Return cleaning :**

If the hirer has not subscribed to the “Cleaning” package when booking on The Family Van website, the hirer must return the rental vehicle to the rental company after having thoroughly cleaned the interior (using a broom and a cloth).

Likewise, the hirer is responsible for the cost of exterior cleaning in the event of heavy soiling (e.g. mud).

Cleaning costs in the event of heavy soiling, e.g. on seats, interior ceiling or interior walls, will be deducted from the security deposit and invoiced at least by a special cleaning flat rate of €200. The lessee has the right to prove that no damage has been caused or that the damage is considerably less than the cleaning charge.

If the rented vehicle is not returned cleaned inside (broom and cloth), a special cleaning fee of €50 will be charged.

**7.4. DUTY OF CARE AND DILIGENCE**

The lessee is obliged to handle the rented vehicle with care and to comply with all applicable regulations and technical rules, as well as to lock the rented vehicle properly and protect it against theft. The operating instructions for the vehicle and all installed and other equipment must be scrupulously observed. In particular, the hirer undertakes to comply with the Highway Code in force in the countries concerned. It is only permitted to drive with a gas bottle if it is secured or locked and if prior permission has been obtained from the hire company.

The Hirer and other travellers are responsible for complying with all foreign currency, health, toll, passport, visa, traffic and customs regulations. All costs and inconveniences that may result from failure to comply with these provisions are the responsibility of these persons.

Smoking is not permitted in the rental vehicle. If the ban on smoking in the rented vehicle is broken, €500 will be deducted from the deposit to compensate for the loss in value and to have the smoke removed professionally. The hirer is entitled to prove that no damage has occurred or that the damage is considerably less than the special cleaning charge.

Pets, in particular dogs, may only be transported in vans specially designed for this purpose and marked as such. These can be booked at a special rate. Pets are not permitted in all other vehicles that are not adapted. If the lessor detects an infringement, the hirer must pay all additional cleaning costs (removal of hair, ozone treatment, etc.) as well as €500 for depreciation of the vehicle. If a van that has been adapted for use by animals is particularly

badly scratched or soiled as a result of transporting a small animal, the lessor also reserves the right to charge the hirer for the corresponding loss in value of the rented vehicle as well as the cleaning costs.

## 7.5. REPAIRS AND MAINTENANCE

During the rental period, the hirer is obliged to take all necessary measures to maintain the converted van in the condition in which it was at the time of collection. The hirer must pay attention to the warning lights on the vehicle's dashboard and take all necessary measures in accordance with the operating instructions.

In particular, the hirer must check the oil level, the coolant level, the tyre pressure and the condition of the tyres before and during the journey.

The hirer takes charge of a full tank at the start of the journey. The Hirer is obliged to check the oil and liquid tanks regularly and to ensure that the tanks are correctly filled at his or her own expense if the warning lights flash.

The hirer is responsible for all consequences resulting from the breach of these maintenance obligations.

Maintenance costs, such as electricity recharges for the leased vehicle, are the responsibility of the lessee during the agreed rental period. The costs of prescribed maintenance services and necessary repairs to parts subject to wear and tear shall be borne by the lessor.

Any modification or mechanical intervention on the van is forbidden without the prior written agreement of the lessor. In the event of a breach of this rule, the Hirer is obliged to pay the costs incurred to restore the vehicle to the condition it was in at the time of hire.

Repairs required to guarantee the safety of the vehicle in operation or on the road may only be carried out by the lessee with the agreement of the lessor during the rental period. The cost of repairs shall be borne by the lessor on presentation of the corresponding receipts, unless the lessee is responsible for the damage.

## 7.6. RECHARGING THE VEHICLE WITH ELECTRICITY

All expenses related to recharging the vehicle with electricity are the responsibility of the renter during the rental period.

If the hirer subscribes to the Chargemap service when booking on the [www.thefamilyvan.fr](http://www.thefamilyvan.fr) website, the hirer will be given a Chargemap card which will enable them to pay directly at the terminal (contactless card) at the expense of The Family Van.

At the end of the rental period, and within a maximum of 2 months, The Family Van will recover the amount corresponding to the various top-ups made by the hirer during the rental period directly from the hirer's deposit.

If the hirer loses the Chargemap card, he/she must inform a member of The Family Van team directly in order to deactivate it.

In this case, €10 will be deducted from the tenant's deposit in order to order a new card from Chargemap.

The Hirer is responsible for the Chargemap card during the rental period. If the card is stolen and expenses are incurred during the rental period without prior notification to The Family Van, The Family Van will deduct the amount corresponding to these expenses from the tenant's deposit.

## 7.7. HIRER'S LIABILITY AND INSURANCE

In the event of accident, loss, theft or misuse of the leased vehicle (such as driving on an unsealed road) or breach of contractual obligations in accordance with articles 7.1, 7.2, 7.3, 7.4, 7.5 and 7.6 of these GTC, the hirer is liable for the repair costs incurred, in the event of total loss for the replacement value of the leased vehicle less the residual value, unless the hirer is not responsible for the occurrence of the damage. In addition, the hirer is also liable for any consequential damage, including depreciation in value, towing or salvage costs and expert's fees. The hirer's liability does not apply if neither the hirer nor the driver is responsible for the damage.

The rental vehicle is insured against civil liability and all risks. Civil liability insurance covers an amount of €1.5 million.

The lessor is entitled to satisfy or fight on behalf of the lessee any claims for damages made against him/her and to issue any declarations he/she deems appropriate for this purpose.

If the lessee is the subject of judicial or extrajudicial proceedings, he must notify the lessor immediately after asserting his rights. In the event of legal claims, the lessor is obliged to conduct the legal proceedings. The lessor is entitled to appoint a lawyer on behalf of the lessee, to whom the lessee must give power of attorney and to whom he/she must provide all the necessary information and documents requested.

The lessor will indemnify the hirer in accordance with the principles of an all-risk insurance policy based on the standard conditions of the GCI (General Conditions of Insurance for Motor Vehicles) currently in force, with an excess plus a flat-rate cost for damage of €49 per claim on the hire vehicle. The lessee has the right to prove that the lessor has suffered no damage or damage that is significantly less than the lump sum.

The exemption from liability covers damage caused by an accident, i.e. by a sudden external event resulting from mechanical force; operational damage and breakage damage do not constitute accidental damage. Similarly, damage occurring between a towing vehicle and a towed vehicle or trailer without an external incident is not considered accidental damage.

Only the insurer is recognised as the reference for the application of the % of liability.

The hirer is liable for damage that is not covered by the insurance contract. For example, mishandling when recharging the battery, incorrect filling of one of the tanks (oil or coolant tank), improper use (such as driving on an unsealed road), cargo, etc.

Nor is damage to the awning or the interior of the rented vehicle, including the roof tent, caused by mishandling covered by the exemption from liability.

Please note the following information on this subject:

- The awning must never be deployed in strong winds or rain and must never be left unattended when deployed. The cost of a new awning and its erection will be charged to the hirer if these instructions are not followed. These costs may exceed the amount of the deposit.
- The water system cannot be cleaned if the tank has been filled with diesel fuel by mistake. It must be completely replaced. This applies to tanks, radiators, pumps, valves and pipes. All costs are borne by the hirer. The hirer is also responsible for damage to the vehicle and its accessories.

The hirer assumes full responsibility - irrespective of culpability - for the following damage, although liability may be partially limited or excluded by corresponding lump sums (7.9):

**Damage to tyres:** Any costs incurred for towing or fitting tyres as well as for the tyres themselves are also borne by the hirer. The hire vehicle's spare wheel may not be fitted by the hirer himself, but only by a towing or breakdown service;

**Chips caused by stones on the windows:** Chips in the windows will be repaired or replaced depending on the location and dimensions;

**Damage to the interior of the vehicle.**

**Other damage:** Damage resulting from driving on unsealed roads, including the resulting costs for any breakdown service, towing or tyre damage.

This damage is not limited by the lump sums (7.9).

The insurance does not cover damage caused to the vehicle during transport by ferry or train. All costs relating to damage sustained during the respective transport shall be borne by the hirer. The hirer must inform the lessor of any damage caused by the ferry or any other means of transport.

In all cases, the excess applicable is that set out in article 7.1. The hirer has the option of reducing the amount of the excess with various packages offered by the hire company when the booking is made on its website; further information on this subject can be found in Articles 7.1 and 7.9.

The hirer shall bear full liability in the event of intentional breach of contractual obligations, in particular in the event of damage caused by use by an unauthorised driver or by use of the rental vehicle for prohibited purposes. If the hirer deliberately commits a hit-and-run offence or breaches his or her obligations in accordance with Article 7 hereof, he or she shall also bear full liability, unless the breach has no influence on the determination of the damage. In the event of a grossly negligent breach of a contractual obligation, the hirer is fully liable if he/she causes the damage intentionally. In the case of damage caused by gross negligence, the tenant is liable in a proportion corresponding to the seriousness of his fault; it is up to the tenant to prove the absence of gross negligence.

In all other cases, the hirer shall be liable in accordance with the statutory provisions.

The lessor will quantify and settle claims on the basis of estimates made by an approved French workshop or by its own specialist staff using standard claims calculation software.

A handling fee of €49 will be charged for any damage of any kind incurred during the rental period.

The premature return of hired vehicles on or near the site (whether in a public or private area) is at the hirer's own risk! The lessor accepts no liability for damage that occurs up to the agreed end of the rental period.

In the event of loss of the vehicle registration document, the lessor will charge a flat-rate handling fee of €200. In the event of loss of the key, the lessor will charge a flat-rate handling fee of €300.

## 7.8. ACCIDENTS AND DAMAGE

In the event of a breakdown or malfunction of the vehicle (e.g. engine warning light on, punctured tyres), the lessor's telephone service must be contacted to determine the appropriate course of action.

In the event of damage to the rented vehicle during the rental period, the lessee must inform the lessor immediately and in writing of all the details of the event that caused the damage to the rented vehicle. The accident report must include the names and addresses of the persons involved and any witnesses, as well as the registration number and insurance details of the vehicles involved. To this end, the Hirer must complete the accident report form in the glove compartment of the vehicle documents in full, truthfully and carefully. This form can also be requested from the hire company by telephone at any time. The hirer must immediately send the form electronically in the form of a scan to [contact@thefamilyvan.fr](mailto:contact@thefamilyvan.fr).

In the event of non-compliance with this obligation, the lessor reserves the right to invoice a contractual penalty of €1,000 to the lessee. To this may be added any liability in accordance with article 7.7.

After any accident, fire, theft, damage caused by wild animals or other causes, the hirer is also obliged to notify the local police immediately. This also applies to accidents for which the tenant is responsible without the intervention of a third party. If the hirer fails to have the damage ascertained by the police, he/she shall be fully liable for any resulting financial loss to the lessor. Any other requirement will not be recognised.

Apart from the standard European accident report, no document relating to the accident may be signed.

If any damage is found during the journey, the hire company must be informed immediately by letter or e-mail. If repairs are necessary, the vehicle must be stopped immediately before any further damage occurs. Continuation of the journey, even to the nearest garage, is only permitted with the prior agreement of the hire company. This does not apply if the nature of the damage makes it possible to exclude consequential damage.

If the hirer brings the vehicle to a garage or has it brought to a garage, the lessor must be informed immediately, during opening hours and before the repair is ordered from the garage, of the duration and costs of the repair. The hirer is obliged to wait until the repairs have been agreed. The lessor will only bear the cost of repairs if they have been approved by the lessor in advance and only on presentation of the relevant receipts. The exact address of the garage must be communicated to the lessor without delay.

## 7.9. INSURANCE PACKAGES

The Hirer may reduce his liability in accordance with Article 7.7 by ordering insurance packages. The **Basic package** is automatically included with any reservation. This includes the following components:

- Deductible (see article 7.7) of €2000 or €2500 according to articles 7.1 and 7.2

- Non-blocked deposit
- Unlimited number of kilometres
- Two insured drivers
- Mobility service abroad: in the event of a breakdown in a foreign country, the hire company will endeavour to provide a replacement vehicle or arrange for repairs to be carried out as quickly as possible.
- Breakdown service abroad: all services must be organised exclusively by the hire company and at its discretion, and must be coordinated by calling the insurer's helpline.

By ordering the **Medium package**, the Hirer has access to the following services in addition to those included in the Basic package:

- The deductible (see article 7.7) is reduced to €1000 or €1,500 depending on articles 7.1 and 7.2.
- Non-blocked deposit
- Three insured drivers
- Mobility service abroad: in the event of a breakdown in a foreign country, the hire company will endeavour to provide a replacement vehicle or arrange for repairs to be carried out as quickly as possible.
- Breakdown service abroad: all services must be organised exclusively by the hire company and at its discretion, and must be coordinated by calling the insurer's helpline.

By ordering the **Premium package**, the hirer has access to the following services in addition to those included in the Basic and Medium packages:

- The excess (see article 7.7) is reduced to €500 or €1000 depending on articles 7.1 and 7.2.
- Non-blocked deposit
- Windscreen insurance: the hirer is not liable for damage to the glass caused by stone chips.
- Tyre insurance: no liability on the part of the hirer for damage to tyres

Even if liability is reduced when the Premium package has been ordered, the general liability rules set out in article 7.7 apply in the event that the hirer is responsible for the damage. In particular, the hirer is fully liable in the event of a grossly negligent breach of a contractual obligation if he/she causes the damage intentionally. In the case of grossly negligent damage, the hirer is liable in a proportion corresponding to the seriousness of his or her fault; it is the hirer's responsibility to prove the absence of gross negligence.

#### 7.10. LIABILITY OF THE LESSOR

The lessor's liability for breach of contractual obligations is limited to intent and gross negligence, including the intent and gross negligence of its representatives and vicarious agents. The lessor is liable within the meaning of the statutory provisions in the event of a breach of an essential contractual obligation (cardinal obligation). In this case, liability is limited to compensation for typical foreseeable damage under the contract. Liability for culpable injury to life, body or health remains unaffected.

The lessor must make the vehicle available at the agreed rental time. If, for any reason, the rented vehicle is not available at the start of the journey, the lessor will provide an equivalent replacement vehicle. If this is not possible, the lessor will refund any payments made to the hirer.

Wherever possible, the lessor will endeavour to provide the lessee with a replacement vehicle, if available, in the event of damage or garage pick-up during the current rental period. With the exception of damage due to a defect already present, the hire charge remains payable even in the event of damage or repair. The renter will not be reimbursed for days lost at the garage or in the event of leave due to damage occurring during the rental period.

If the hirer forgets any items when returning the vehicle, the lessor is only obliged to keep them to a reasonable extent and the hirer is obliged to pay the corresponding costs.

If private vehicles are parked on the hire company's premises in special cases, the hire company declines all liability in the event of damage or theft.

## 7.11. TOLLS

The Hirer is responsible for all toll charges incurred - on site or in advance by bank transfer or credit card. The Hirer undertakes to find out in advance about any tolls and environmental protection zones in the country visited and, if applicable, to register.

If the hirer is departing from a French site, the vehicle is already fitted with an environmental badge (Crit' Air).

In Portugal, registration or the purchase of a toll card [www.portugaltolls.com](http://www.portugaltolls.com) is only necessary if the hirer is travelling on a toll road where tolls are collected electronically. These roads are indicated.

In the event of infringement of these regulations, the hire company will charge a processing fee of €19.00 in addition to the tolls and any penalties.

## 8. CONDITIONS OF CARRIAGE

a) Identity of the carrier: The identity of the carrier or carriers likely to provide your transport during your trip is shown on the trip description (web page) or the trip data sheet. In the event of a change after your registration, The Family Van undertakes to inform you by any means, as soon as it becomes aware of them, of any changes in the identity of the carrier or carriers, particularly airlines. In accordance with our obligation, we would like to inform you that the European list of prohibited airlines can be consulted on the [http://ec.europa.eu/transport/modes/air/safety/air-ban\\_fr](http://ec.europa.eu/transport/modes/air/safety/air-ban_fr) website.

b) Changes to transport timetables: We do not know the exact timetables of your transport (e.g. flights) at the time of publication of our travel offer. To enable you to understand the actual duration of your stay, and unless otherwise specified in the trip description, the first and last days of the trip are generally devoted to transport. For air transport, please note that flight times may vary right up to the start of the trip, depending on the traffic authorisations given to the airlines by the competent authorities.

We will send you the timetables as soon as they are confirmed by the carrier. Please note that stopover times are generally determined by the airlines, according to their flight plans, and that they may be modified for reasons inherent in regulations and circumstances external to the carrier, without this constituting grounds for cancellation without charge. Any

flight may take place at any time on the scheduled day and may involve arriving at the airport a few hours before the start of that day and no more than 3 hours before.

c) Change of itinerary, station, port and/or airport: Any carrier may be required to change, without prior notice, not only the timetable, but also the itinerary and the stations, ports and/or airports of departure and destination, particularly as a result of technical, climatic or political incidents or strikes outside The Family Van. These events may result in delays, cancellations, additional stopovers, changes of aircraft or routes. In the case of air transport, the passenger holding a boarding card remains under the protection and assistance of the airline.

d) Non-fulfilment of the transport service: In the event of non-fulfilment of the transport service booked by the passenger, for any reason outside The Family Van's control, the outward and/or return transport ticket will be cancelled by the carrier. The passenger will then have to purchase one or more tickets at his/her own expense in order to continue the journey. For air tickets, boarding taxes for unused tickets will be reimbursed on request (art. L 224-66 C. consom.).

e) Delay/cancellation of transport services: In the event of a delay in transport on departure or return from the trip, and/or damage to or loss of baggage, denied boarding, and/or cancellation of the flight by the airline, we recommend that the traveller, to enable him/her to assert his/her rights, keep all original documents (tickets, boarding cards or baggage labels, etc.) and ask the carrier for any written proof. In the event that the passenger(s) decide(s) to cancel the trip before the departure date due to the occurrence of the above-mentioned changes, even though they do not affect one of the essential elements of the trip, they will be charged the cancellation/rescission fees referred to in article 6 above.

## 9. SPECIAL TERMS AND CONDITIONS OF OUR TRIPS

### 9.1. EXTENSION OF YOUR TOUR

We offer you the possibility of bringing forward your departure date or postponing your return date. To do this, please contact your travel consultant to find out how much extra you will have to pay for this change.

### 9.2. SPECIAL CONDITIONS FOR HIGH MOUNTAIN/SKI AND SNOW/LAND AND SEA - TRAIL TRIPS

The supervisory staff chosen by The Family Van (high mountain guides, mid-mountain guides, ski, rafting and surfing instructors, etc.) to accompany any group of travellers have sole discretion during the trip to carry out or modify the planned programme in order to ensure the safety of the travellers and the smooth running of the trip, or even to deal with unforeseen circumstances. It is also entitled to suspend and/or interrupt the journey of one or more travellers for safety reasons. The passenger(s) concerned will be offered an alternative trip. Depending on the weather conditions and/or the physical condition of the travellers, The Family Van, via its representative, may have to offer travellers an adapted programme and/or the presence of an additional guide. Any additional costs will be borne by the travellers. No reimbursement will be made if the trip is interrupted at the initiative of any traveller.



### 9.3. GROUP SIZE -

For escorted tours and family trips: Unless otherwise stipulated, the maximum group size for our trips is 16 people.

For tailor-made trips: For all requests from travellers who wish to travel together, we can adapt the supervision and logistics to the size of the group, if the destination allows.

### 9.4. CANCELLATION BY THE FAMILY VAN DUE TO LACK OF PARTICIPANTS

Exceptionally, we may be forced to cancel a departure if the minimum number of participants is not reached. You will be informed of this decision no later than :

- 25 days before the start of the trip or holiday in the case of trips lasting more than 6 days;
- 7 days before the start of the trip or holiday for trips lasting between 2 and 6 days;
- 48 hours before the start of the trip or holiday for trips lasting no more than 2 days.

You may be offered an alternative solution. If the proposed alternatives do not suit you, your payments will be refunded in full, without further compensation. All costs incurred by you remain your responsibility (purchase of plane or train tickets, hotel, travel equipment, etc.).

### 9.5. SERVICES BEFORE DEPARTURE AND ON RETURN FROM THE TRIP

For each traveller who organises his or her own services before departure and on return from the trip (transport, hotel, etc.), given the constraints associated with transport (see Article 8), The Family Van recommends that you purchase services (transport tickets and other services, etc.) that can be modified and/or reimbursed and that you allow reasonable transfer times between airports/ports/stations. In the event of an unforeseeable or unavoidable event caused by a third party and/or the traveller, which would modify the travel services subscribed to with The Family Van and/or imply the modification of the services reserved by the traveller(s) (not included in your trip), The Family Van cannot be held responsible for reimbursing the costs incurred.

## 10. PRICES

### 10.1. ACCOMPANIED TOURS - GROUP FAMILY TRIPS

The applicable prices are those available on the website for your trip. The price per trip and per passenger is fixed on the basis of a minimum number of participants mentioned in the tour offer.

### 10.2. TAILOR-MADE TRIPS

We will give you an indication of the budget for a trip without transport so that you can personalise your trip by choosing the dates of travel, services and mode of transport. The price of the trip will be that mentioned on your personal quote issued by The Family Van, with a validity date. Our quotes are always subject to the availability of the services offered on the dates of travel. In order to reserve these services, the traveller will have to pay the amount of the price appearing in his quote according to the terms of article 3.

### 10.3. FOR ALL OUR TRIPS

The price of the trip is firm, definitive and in euros. However, in accordance with Article L211-12 of the French Tourism Code, up to 20 days before departure, we may make adjustments upwards or downwards, without you having the right to cancel/resolve, for one or other (or both) of the following price changes: Passenger transport resulting from the cost of fuel or other energy sources, the level of taxes or charges on travel services included in the contract, imposed by a third party not directly involved in the performance of the contract including tourist taxes, landing or embarkation taxes at ports or airports, The Family Van will charge you the full additional cost incurred. Your refusal to pay this price adjustment will be considered as a cancellation. If one or more registered travellers cancel(s), the trip may be maintained as long as the participants have paid The Family Van, before departure, for any additional cost of services that have had to be modified due to the cancellation of the traveller(s). Any refusal on the part of the remaining registered traveller(s) to pay this adjustment will be considered as a cancellation/rescission on their part of the traveller(s) concerned, with application of the cancellation/rescission fees set out in article 6.

### 10.4 Fees, charges or other additional costs during the trip

Fees, charges or other additional costs (tourist taxes, hotel charges [resortfees], parking charges, entry to national parks, etc.) may be payable by the traveller during the trip. These costs, which are not included in the total price of the trip, are indicated in the offer. We advise you to bring an appropriate means of payment for your trip.

## 11. ASSIGNMENT OF THE CONTRACT

In accordance with article R.211-7 of the French Tourism Code, you may transfer your contract to a transferee who fulfils the same conditions as you to make the trip, as long as this contract has not produced any effect. You are obliged to inform The Family Van of your decision by any means that enables you to obtain an acknowledgement of receipt, and no later than seven days before the start of the trip. In the event of a contract transfer, the transferor and/or transferee must first pay the costs incurred by the transfer, which will be communicated to you by your advisor.

## 12. LIABILITY

The Family Van cannot be held responsible for the consequences of the following events:

- Loss or theft of tickets by the traveller(s);
- Failure to present to the authorities and/or carriers (airlines, etc.) the administrative and/or health documents required to undertake the journey and/or cross borders, in accordance with the information provided by The Family Van;
- Arrival after the scheduled check-in and/or boarding time for any means of transport, particularly air transport. No reimbursement of the transport ticket will be due by The Family Van in this case;
- Unforeseeable or unavoidable events of a third party such as: war, political unrest, strikes outside The Family Van, riots outside The Family Van, technical or administrative incidents outside The Family Van, airspace congestion, bad weather, delays (including in mail

dispatch services...), breakdowns, loss or theft of luggage or other personal effects of travellers;

- Cancellation due to exceptional and unavoidable circumstances, and/or for reasons relating to the safety of travellers, and/or injunction by an administrative authority: in this case, The Family Van reserves the right to modify the dates, times or itineraries planned in order to ensure the safety of travellers, without any possible recourse on the part of the latter;

- The person making the registration in the name and on behalf of all the participants in the trip undertakes to pass on to each traveller the information provided by The Family Van concerning the trip, so that The Family Van cannot be held responsible for any defect or omission in the communication of this information. In the event of The Family Van being held liable due to the actions of its service providers, the limits of compensation provided for by international conventions will be applied, in accordance with article L 211-17- IV of the French Tourism Code. Except in the case of personal injury, the maximum financial liability of The Family Van will be equal to three times the total price of the trip.

## 13. CLAIMS

### 13.1. DURING THE TRIP

You are obliged to inform The Family Van of any non-conformity found during the trip by immediately contacting our emergency number, the details of which appear on your sales contract. Failure to report a non-conformity on the spot may have an influence on the amount of any damages or price reduction due if reporting the non-conformity without delay could have prevented or reduced the damage to the passenger(s).

### 13.2. AFTER YOUR TRIP

Travellers may send any complaints in writing to The Family Van S.A.S. Service clients - 85 route d'Angoumé - 40990 Mées, as soon as possible following the date of return from the trip, accompanied by supporting documents. If you do not receive a satisfactory response within 60 days of contacting our Customer Service Department, you may refer the matter to the Tourism and Travel Ombudsman, whose contact details are as follows: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17. You will also find all the procedures for making a complaint on the website: [www.mtv.travel](http://www.mtv.travel).

# Vehicle hire for self-drive or tailor-made trips

## 14. Applicable law, content of the contract, position of the customer

The subject of the contract is exclusively the hire of a van with standard interior fittings and any accessories supplied by The Family Van as lessor.

The documents required to establish the contractual relationship are :

- the rental contract including the agreed terms and conditions and the condition report for the rental vehicle
- the booking confirmation by e-mail
- these general terms and conditions of sale.

The hirer uses the hire vehicle at his or her own risk and organises his or her own journey. The hire company is not liable for any travel services.

The hire vehicle may only be used in European Union countries. Travel to Turkey, Russia, Morocco, Tunisia and all other non-EU countries in geographical Europe is excluded.

The converted vans are hired exclusively for private use, e.g. for holiday trips. Any commercial use, unusual driving behaviour (e.g. repeated use for the same return journey, taxi or shuttle service) or use for removal purposes is prohibited. The lessor is entitled to terminate the lease without notice for good cause in the event of a breach of the terms and to claim damages.

The Hirer is prohibited from using the leased vehicle to take part in sporting events and test drives, or to transport explosive, highly flammable, toxic, radioactive or otherwise dangerous substances. It is also forbidden to use it to commit customs offences or any other criminal offence, even if these are punishable only under the law of the place where the offence was committed, for subletting, lending or other commercial purposes - unless explicitly agreed by contract - or for other uses exceeding the contractually agreed use. If there is any doubt about the use of the rented vehicle, the lessor reserves the right to refuse to hand it over.

In principle, it is forbidden to cover and/or remove advertising stickers on the vehicle. An additional sticker (co-branding) may be authorised in certain cases and under certain conditions.

The hire of a van fitted out for use as a home office for the professional activities of the hirer or his employees (in the case of hire by companies) does not constitute use for commercial purposes.

## 15. RESERVATION PROCEDURES

By means of a consent procedure during the booking process, the renter submits a binding offer and accepts the rental company's general terms and conditions.

For information purposes, the renter receives a notification on the booking page as well as an automatic direct email (Instant Mail) from the car hire regarding receipt of the booking request. The rental booking is accepted by the lessor (= conclusion of contract) and the rental vehicle is considered firmly booked only after receipt of the written booking confirmation (by e-mail) actively sent by the lessor via the booking portal.

The lessor is entitled to refuse to conclude a rental contract at his own discretion.

## 16. PRICES

The applicable prices are those available on the website, in the trip summary, when you make your booking.

## 17. TERMS OF PAYMENT

### 17.1. TERMS OF PAYMENT

For all registrations for our holidays:

- According to the payment method that you choose and if your registration is made more than 60 days before the departure date of the trip, The Family Van will collect a deposit of 30% of the total price of the trip. The balance of the price of the trip must be paid, without any reminder from us, and collected by The Family Van no later than 30 days before the departure date. Any delay in the payment of a deposit and/or the balance will be considered as a cancellation on your part, for which the cancellation fees referred to in article 18 below will also be taken into account.
- If you register 60 days or less before the departure date, you must pay the full price of the trip.

### 17.2. MEANS OF PAYMENT

Payment must be made via the payment platform on our website. You may pay for your trip by credit card (Visa, Eurocard, Mastercard only - Amex not accepted).

### 17.3. PAYMENT IN SEVERAL INSTALMENTS FREE OF CHARGE

During the booking process, we offer you the option of paying for your holiday in several instalments free of charge. The maximum number of payments authorised is 5 and depends on the number of months preceding the booking.

For example, if you book in April for September, you can choose to pay in 5 instalments free of charge.

On the other hand, if you book in April for July, you can choose to pay in 3 instalments, free of charge.

By choosing this method of payment, you must pay the 30% deposit as explained in article 17.1 and pay the balance directly in several instalments, free of charge, depending on the number of monthly instalments remaining before the departure date.

### 17.4. INVOICE

For any payment whose amount has been validated and collected, The Family Van undertakes to make an invoice available on the traveller's space of the person who has made the payment, at the latest within 15 days of any collection.

## 18. CANCELLATION/RESCISSION CONDITIONS AND COSTS

If you are obliged to cancel your trip before departure, you must inform The Family Van as soon as possible by any written means, in order to obtain an acknowledgement of receipt. The date of cancellation for the purposes of charging cancellation fees will be the date of issue of the written notice. However, The Family Van will not refund the cost of registration, visa and passport. In the event of cancellation of your trip, the provisions set out in this article will apply.

## 18.1. SCALE OF CHARGES FOR CHANGING THE DATES OF YOUR RENTAL

The Family Van offers you the opportunity to change the dates of your holiday under the following conditions.

The Family Van will charge the following modification fees:

- More than 30 days before departure: free cancellation;
- 30 to 21 days before departure: 30% of the total cost of the trip;
- 20 to 14 days before departure: 50% of the total cost of the trip;
- 13 to 7 days before departure: 75% of the total cost of the trip;
- 6 to 3 days before departure: 80% of the total price;
- Less than 3 days (or no show): 100% of total tour price;

## 18.2. CANCELLATION/RESCISSION FEE SCHEDULE FOR ALL TRIPS

The Family Van will charge the following cancellation/rescission fees:

- More than 30 days before departure: free cancellation;
- 30 to 21 days before departure: 30% of the total cost of the trip;
- 20 to 14 days before departure: 50% of the total cost of the trip;
- 13 to 7 days before departure: 75% of the total cost of the trip;
- 6 to 3 days before departure: 80% of the total price;
- Less than 3 days (or no show): 100% of total tour price;

If the rental contract is terminated prematurely by the return of the rental vehicle, this does not give any right to a partial refund of the rental price, to a cancellation voucher or to a (partial) modification of the reservation for another rental period.

## 19. Rental period

The rental period runs from the time of the agreed pick-up of the vehicle until its final return as specified in the rental contract. The minimum rental period is 2 nights in low season and 5 nights in July and August.

With regard to pick-up and drop-off times, the conditions applicable are those set out in article 20.3 of these terms and conditions.

If the rented vehicle is returned before the agreed return date, the total rental price agreed in the rental contract remains due. The lessor is not obliged to automatically extend the rental period for an indefinite period.

## 20. Vehicles

### 20.1. DEPOSIT

The deposit capture will be carried out on the day the rental begins via our Smile and Pay payment terminal.

For drivers aged 21 years or older, holding a class 3 or B driving license for at least 3 years and without interruption at the time of rental, a check will be made before departure to

ensure that the amount of the deposit (€2,000, €1000 or €500 depending on the level of insurance chosen) is available on your bank account.

For drivers aged 19 years or older, holding a class 3 or B driving license for at least 1 year and a maximum of 3 years and without interruption at the time of rental, a check will be made before departure to ensure that the amount of the deposit (€2,500, €1,500 or €1000 depending on the level of insurance chosen) is available on your bank account.

We will make sure that the necessary amount is deducted directly from your account should this prove necessary (repair of breakages, cleaning, etc.).

The deposit will be certified to the hirer at the time of booking. The rented vehicle will not be handed over to the hirer without this verification carried out via our payment terminal. The Family Van is entitled to terminate the rental contract without notice if the verification of the deposit via Smile and Pay is unsuccessful or if part or all of the payment is missing at the time of departure, subject to any claim for damages.

When the vehicle is handed over at the start of the rental period, any existing damage to the rented van will be noted in writing and given to the hirer in the form of a report. If the vehicle is returned in the same conditions and in good condition, the security deposit will be released within 20 days of the end of the rental period. However, it should be noted that this does not release the hirer from liability for any hidden defects or damage that may be discovered by the hire company within 48 hours of the vehicle being returned.

In the event of an accident with another party, the security deposit, including the excess due by the Hirer, will be retained or reclaimed by the Hirer until the question of guilt has been fully clarified by judicial or extrajudicial means.

The Hirer may be invoiced for additional costs or charges (e.g. a special cleaning charge) upon return of the vehicle, if it is possible to calculate them at that time. If additional costs are actually incurred (e.g. fines, additional damage ascertained on claim), the lessor will invoice the hirer for these costs and the correlated administrative costs (e.g. costs of processing the claim, costs of processing fines) at a later date, when the lessor is aware of these costs.

The Family Van reserves the right to deduct the corresponding additional costs or charges directly from the deposit.

However, the hirer may, if he/she wishes, contest this calculation within 14 days of receipt of the letter, by e-mail or post. The same applies to proof that the tenant was not responsible for the event that gave rise to the additional costs. If the hirer does not respond within the specified period, the additional costs will be invoiced to the hirer.

## 20.2. PERSONS AUTHORISED TO DRIVE THE VEHICLE

The Family Van's converted vans may be driven by any individual aged at least 19 who has held a class 3 or B driving licence for at least 1 year without interruption at the time of hire.

The principal hirer of the vehicle, as well as any secondary drivers, must be named and must present their driving licence to the hire company when the vehicle is handed over. Copies are not accepted. It is agreed that the hirer of the rented vehicle is responsible for it for the agreed rental period.

The hirer takes responsibility for the driver's actions as his own. In the event of a rental by several hirers, the latter shall be jointly and severally liable.

All persons accompanying the hirer during the hire period must be indicated to the lessor. If there is any doubt about the truthfulness of the object and the number of passengers, the lessor reserves the right not to hand over the rented vehicle at the required time.

The rented vehicle may only be driven by the lessee himself/herself and the drivers previously indicated in the rental agreement. If a driver who is not authorised to drive the rental vehicle is authorised to do so by the hirer, this constitutes a breach of the rental conditions. The hirer is liable for any damage caused by an unauthorised driver. Furthermore, the unauthorised driver cannot claim any insurance cover through the services offered by the hire company and subscribed to by the hirer when validating a journey. In such cases, cover is provided exclusively under the legal civil liability insurance.

The leasing of the rented vehicle to corporate clients is only authorised for private purposes that have been authorised for the lessor or its employees. If, on the basis of the provisions of the rental agreement, the hirer, as a business customer, is authorised to pass on the rental vehicle to his employees, the hirer is obliged to ensure that the rental vehicle is only passed on to employees who are authorised to drive within the meaning of this article.

The hirer and the drivers are not authorised to drive the hired vehicle if their ability to drive is impaired. (state of intoxication, consumption of drugs, illness that may affect the driver's ability to drive)

### 20.3. PICK-UP AND DROP-OFF OF THE RENTAL VEHICLE

#### **Pick-up times:**

The rented vehicle must be picked up by the lessee at the time and place specified in the rental agreement.

The van must be picked up between 9am and 6pm. The rental company will charge an additional €40 for any pick-up between 7am and 9am or after 6pm.

#### **Return times :**

The hirer is obliged to return the rented vehicle at the end of the rental period at the place and time specified in the rental contract.

The time slot for returning the vehicle is between 9am and 6pm.

The rental company will charge an additional €40 for any return between 7am and 9am.

If the Hirer returns the vehicle outside the return period (between 9am and 6pm) without this being stipulated in the rental contract signed by the Parties on the day of pick-up, the Hirer reserves the right to invoice the Hirer on the basis of a flat-rate charge of €30 (incl. VAT) per hour of delay after 6pm, without prejudice to the Hirer of converted vans.

The Hirer must assume that the Hirer is using the rented vehicle illegally. The Hirer is then entitled to lodge a complaint with the competent authority.

#### **Conditions of the van :**

Upon return of a converted van, the lessee is obliged to inspect the rented vehicle with a representative of the lessor. During the inspection, any new damage to the vehicle that was not indicated on the rental contract when the vehicle was picked up will be recorded. In the event of damage, the lessor will invoice the customer within 14 days of returning the vehicle. If hidden damage is not visible on inspection of the vehicle, e.g. due to external soiling, the



return of the vehicle without objection does not imply an acknowledgement of no debt by the lessor.

**Vehicle return charge:**

The leased vehicle must be returned with at least 75% range. The lessor will invoice the lessee after the vehicle has been returned for €1 per KW short of the recharge level noted on the departure inventory. This amount may be deducted directly from the deposit.

If the vehicle is returned with less than 75% battery, the rental company will invoice the hirer an additional €50.

**Return cleaning :**

If the hirer has not subscribed to the “Cleaning” package when booking on The Family Van website, the hirer must return the rental vehicle to the rental company after having thoroughly cleaned the interior (using a broom and a cloth).

Likewise, the hirer is responsible for the cost of exterior cleaning in the event of heavy soiling (e.g. mud).

Cleaning costs in the event of heavy soiling, e.g. on seats, interior ceiling or interior walls, will be deducted from the security deposit and invoiced at least by a special cleaning flat rate of €200. The lessee has the right to prove that no damage has been caused or that the damage is considerably less than the cleaning charge.

If the rented vehicle is not returned cleaned inside (broom and cloth), a special cleaning fee of €50 will be charged.

#### 20.4. DUTY OF CARE AND DILIGENCE

The lessee is obliged to handle the rented vehicle with care and to comply with all applicable regulations and technical rules, as well as to lock the rented vehicle properly and protect it against theft. The operating instructions for the vehicle and all installed and other equipment must be scrupulously observed. In particular, the hirer undertakes to comply with the Highway Code in force in the countries concerned. It is only permitted to drive with a gas bottle if it is secured or locked and if prior permission has been obtained from the hire company.

The Hirer and other travellers are responsible for complying with all foreign currency, health, toll, passport, visa, traffic and customs regulations. All costs and inconveniences that may result from failure to comply with these provisions are the responsibility of these persons.

Smoking is not permitted in the rental vehicle. If the ban on smoking in the rented vehicle is broken, €500 will be deducted from the deposit to compensate for the loss in value and to have the smoke removed professionally. The hirer is entitled to prove that no damage has occurred or that the damage is considerably less than the special cleaning charge.

Pets, in particular dogs, may only be transported in vans specially designed for this purpose and marked as such. These can be booked at a special rate. Pets are not permitted in all other vehicles that are not adapted. If the lessor detects an infringement, the hirer must pay all additional cleaning costs (removal of hair, ozone treatment, etc.) as well as €500 for depreciation of the vehicle. If a van that has been adapted for use by animals is particularly

badly scratched or soiled as a result of transporting a small animal, the lessor also reserves the right to charge the hirer for the corresponding loss in value of the rented vehicle as well as the cleaning costs.

## 20.5. REPAIRS AND MAINTENANCE

During the rental period, the hirer is obliged to take all necessary measures to maintain the converted van in the condition in which it was at the time of collection. The hirer must pay attention to the warning lights on the vehicle's dashboard and take all necessary measures in accordance with the operating instructions.

In particular, the hirer must check the oil level, the coolant level, the tyre pressure and the condition of the tyres before and during the journey.

The hirer takes charge of a full tank at the start of the journey. The Hirer is obliged to check the oil and liquid tanks regularly and to ensure that the tanks are correctly filled at his or her own expense if the warning lights flash.

The hirer is responsible for all consequences resulting from the breach of these maintenance obligations.

Maintenance costs, such as electricity recharges for the leased vehicle, are the responsibility of the lessee during the agreed rental period. The costs of prescribed maintenance services and necessary repairs to parts subject to wear and tear shall be borne by the lessor.

Any modification or mechanical intervention on the van is forbidden without the prior written agreement of the lessor. In the event of a breach of this rule, the Hirer is obliged to pay the costs incurred to restore the vehicle to the condition it was in at the time of hire.

Repairs required to guarantee the safety of the vehicle in operation or on the road may only be carried out by the lessee with the agreement of the lessor during the rental period. The cost of repairs shall be borne by the lessor on presentation of the corresponding receipts, unless the lessee is responsible for the damage.

## 20.6. RECHARGING THE VEHICLE WITH ELECTRICITY

All expenses related to recharging the vehicle with electricity are the responsibility of the renter during the rental period.

If the hirer subscribes to the Chargemap service when booking on the [www.thefamilyvan.fr](http://www.thefamilyvan.fr) website, the hirer will be given a Chargemap card which will enable them to pay directly at the terminal (contactless card) at the expense of The Family Van.

At the end of the rental period, and within a maximum of 2 months, The Family Van will recover the amount corresponding to the various top-ups made by the hirer during the rental period directly from the hirer's deposit.

If the hirer loses the Chargemap card, he/she must inform a member of The Family Van team directly in order to deactivate it.

In this case, €10 will be deducted from the tenant's deposit in order to order a new card from Chargemap.

The Hirer is responsible for the Chargemap card during the rental period. If the card is stolen and expenses are incurred during the rental period without prior notification to The Family Van, The Family Van will deduct the amount corresponding to these expenses from the tenant's deposit.

## 20.7. HIRER'S LIABILITY AND INSURANCE

In the event of accident, loss, theft or misuse of the leased vehicle (such as driving on an unsealed road) or breach of contractual obligations in accordance with articles 7.1, 7.2, 7.3, 7.4, 7.5 and 7.6 of these GTC, the hirer is liable for the repair costs incurred, in the event of total loss for the replacement value of the leased vehicle less the residual value, unless the hirer is not responsible for the occurrence of the damage. In addition, the hirer is also liable for any consequential damage, including depreciation in value, towing or salvage costs and expert's fees. The hirer's liability does not apply if neither the hirer nor the driver is responsible for the damage.

The rental vehicle is insured against civil liability and all risks. Civil liability insurance covers an amount of €1.5 million.

The lessor is entitled to satisfy or fight on behalf of the lessee any claims for damages made against him/her and to issue any declarations he/she deems appropriate for this purpose.

If the lessee is the subject of judicial or extrajudicial proceedings, he must notify the lessor immediately after asserting his rights. In the event of legal claims, the lessor is obliged to conduct the legal proceedings. The lessor is entitled to appoint a lawyer on behalf of the lessee, to whom the lessee must give power of attorney and to whom he/she must provide all the necessary information and documents requested.

The lessor will indemnify the hirer in accordance with the principles of an all-risk insurance policy based on the standard conditions of the GCI (General Conditions of Insurance for Motor Vehicles) currently in force, with an excess plus a flat-rate cost for damage of €49 per claim on the hire vehicle. The lessee has the right to prove that the lessor has suffered no damage or damage that is significantly less than the lump sum.

The exemption from liability covers damage caused by an accident, i.e. by a sudden external event resulting from mechanical force; operational damage and breakage damage do not constitute accidental damage. Similarly, damage occurring between a towing vehicle and a towed vehicle or trailer without an external incident is not considered accidental damage.

Only the insurer is recognised as the reference for the application of the % of liability.

The hirer is liable for damage that is not covered by the insurance contract. For example, mishandling when recharging the battery, incorrect filling of one of the tanks (oil or coolant tank), improper use (such as driving on an unsealed road), cargo, etc.

Nor is damage to the awning or the interior of the rented vehicle, including the roof tent, caused by mishandling covered by the exemption from liability.

Please note the following information on this subject:

- The awning must never be deployed in strong winds or rain and must never be left unattended when deployed. The cost of a new awning and its erection will be charged to the hirer if these instructions are not followed. These costs may exceed the amount of the deposit.
- The water system cannot be cleaned if the tank has been filled with diesel fuel by mistake. It must be completely replaced. This applies to tanks, radiators, pumps, valves and pipes. All costs are borne by the hirer. The hirer is also responsible for damage to the vehicle and its accessories.

The hirer assumes full responsibility - irrespective of culpability - for the following damage, although liability may be partially limited or excluded by corresponding lump sums (7.9):

**Damage to tyres:** Any costs incurred for towing or fitting tyres as well as for the tyres themselves are also borne by the hirer. The hire vehicle's spare wheel may not be fitted by the hirer himself, but only by a towing or breakdown service;

**Chips caused by stones on the windows:** Chips in the windows will be repaired or replaced depending on the location and dimensions;

**Damage to the interior of the vehicle.**

**Other damage:** Damage resulting from driving on unsealed roads, including the resulting costs for any breakdown service, towing or tyre damage.

This damage is not limited by the lump sums (7.9).

The insurance does not cover damage caused to the vehicle during transport by ferry or train. All costs relating to damage sustained during the respective transport shall be borne by the hirer. The hirer must inform the lessor of any damage caused by the ferry or any other means of transport.

In all cases, the excess applicable is that set out in article 7.1. The hirer has the option of reducing the amount of the excess with various packages offered by the hire company when the booking is made on its website; further information on this subject can be found in Articles 7.1 and 7.9.

The hirer shall bear full liability in the event of intentional breach of contractual obligations, in particular in the event of damage caused by use by an unauthorised driver or by use of the rental vehicle for prohibited purposes. If the hirer deliberately commits a hit-and-run offence or breaches his or her obligations in accordance with Article 7 hereof, he or she shall also bear full liability, unless the breach has no influence on the determination of the damage. In the event of a grossly negligent breach of a contractual obligation, the hirer is fully liable if he/she causes the damage intentionally. In the case of damage caused by gross negligence, the tenant is liable in a proportion corresponding to the seriousness of his fault; it is up to the tenant to prove the absence of gross negligence.

In all other cases, the hirer shall be liable in accordance with the statutory provisions.

The lessor will quantify and settle claims on the basis of estimates made by an approved French workshop or by its own specialist staff using standard claims calculation software.

A handling fee of €49 will be charged for any damage of any kind incurred during the rental period.

The premature return of hired vehicles on or near the site (whether in a public or private area) is at the hirer's own risk! The lessor accepts no liability for damage that occurs up to the agreed end of the rental period.

In the event of loss of the vehicle registration document, the lessor will charge a flat-rate handling fee of €200. In the event of loss of the key, the lessor will charge a flat-rate handling fee of €300.

## 20.8. ACCIDENTS AND DAMAGE

In the event of a breakdown or malfunction of the vehicle (e.g. engine warning light on, punctured tyres), the lessor's telephone service must be contacted to determine the appropriate course of action.

In the event of damage to the rented vehicle during the rental period, the lessee must inform the lessor immediately and in writing of all the details of the event that caused the damage to the rented vehicle. The accident report must include the names and addresses of the persons involved and any witnesses, as well as the registration number and insurance details of the vehicles involved. To this end, the Hirer must complete the accident report form in the glove compartment of the vehicle documents in full, truthfully and carefully. This form can also be requested from the hire company by telephone at any time. The hirer must immediately send the form electronically in the form of a scan to [contact@thefamilyvan.fr](mailto:contact@thefamilyvan.fr).

In the event of non-compliance with this obligation, the lessor reserves the right to invoice a contractual penalty of €1,000 to the lessee. To this may be added any liability in accordance with article 7.7.

After any accident, fire, theft, damage caused by wild animals or other causes, the hirer is also obliged to notify the local police immediately. This also applies to accidents for which the tenant is responsible without the intervention of a third party. If the hirer fails to have the damage ascertained by the police, he/she shall be fully liable for any resulting financial loss to the lessor. Any other requirement will not be recognised.

Apart from the standard European accident report, no document relating to the accident may be signed.

If any damage is found during the journey, the hire company must be informed immediately by letter or e-mail. If repairs are necessary, the vehicle must be stopped immediately before any further damage occurs. Continuation of the journey, even to the nearest garage, is only permitted with the prior agreement of the hire company. This does not apply if the nature of the damage makes it possible to exclude consequential damage.

If the hirer brings the vehicle to a garage or has it brought to a garage, the lessor must be informed immediately, during opening hours and before the repair is ordered from the garage, of the duration and costs of the repair. The hirer is obliged to wait until the repairs have been agreed. The lessor will only bear the cost of repairs if they have been approved by the lessor in advance and only on presentation of the relevant receipts. The exact address of the garage must be communicated to the lessor without delay.

## 20.9. INSURANCE PACKAGES

The Hirer may reduce his liability in accordance with Article 7.7 by ordering insurance packages. The **Basic package** is automatically included with any reservation. This includes the following components:

- Deductible (see article 7.7) of €2000 or €2500 according to articles 7.1 and 7.2

- Non-blocked deposit
- Unlimited number of kilometres
- Two insured drivers
- Mobility service abroad: in the event of a breakdown in a foreign country, the hire company will endeavour to provide a replacement vehicle or arrange for repairs to be carried out as quickly as possible.
- Breakdown service abroad: all services must be organised exclusively by the hire company and at its discretion, and must be coordinated by calling the insurer's helpline.

By ordering the **Medium package**, the Hirer has access to the following services in addition to those included in the Basic package:

- The deductible (see article 7.7) is reduced to €1000 or €1,500 depending on articles 7.1 and 7.2.
- Non-blocked deposit
- Three insured drivers
- Mobility service abroad: in the event of a breakdown in a foreign country, the hire company will endeavour to provide a replacement vehicle or arrange for repairs to be carried out as quickly as possible.
- Breakdown service abroad: all services must be organised exclusively by the hire company and at its discretion, and must be coordinated by calling the insurer's helpline.

By ordering the **Premium package**, the hirer has access to the following services in addition to those included in the Basic and Medium packages:

- The excess (see article 7.7) is reduced to €500 or €1000 depending on articles 7.1 and 7.2.
- Non-blocked deposit
- Windscreen insurance: the hirer is not liable for damage to the glass caused by stone chips.
- Tyre insurance: no liability on the part of the hirer for damage to tyres

Even if liability is reduced when the Premium package has been ordered, the general liability rules set out in article 7.7 apply in the event that the hirer is responsible for the damage. In particular, the hirer is fully liable in the event of a grossly negligent breach of a contractual obligation if he/she causes the damage intentionally. In the case of grossly negligent damage, the hirer is liable in a proportion corresponding to the seriousness of his or her fault; it is the hirer's responsibility to prove the absence of gross negligence.

## 20.10. LIABILITY OF THE LESSOR

The lessor's liability for breach of contractual obligations is limited to intent and gross negligence, including the intent and gross negligence of its representatives and vicarious agents. The lessor is liable within the meaning of the statutory provisions in the event of a breach of an essential contractual obligation (cardinal obligation). In this case, liability is limited to compensation for typical foreseeable damage under the contract. Liability for culpable injury to life, body or health remains unaffected.

The lessor must make the vehicle available at the agreed rental time. If, for any reason, the rented vehicle is not available at the start of the journey, the lessor will provide an equivalent replacement vehicle. If this is not possible, the lessor will refund any payments made to the hirer.

Wherever possible, the lessor will endeavour to provide the lessee with a replacement vehicle, if available, in the event of damage or garage pick-up during the current rental period. With the exception of damage due to a defect already present, the hire charge remains payable even in the event of damage or repair. The renter will not be reimbursed for days lost at the garage or in the event of leave due to damage occurring during the rental period.

If the hirer forgets any items when returning the vehicle, the lessor is only obliged to keep them to a reasonable extent and the hirer is obliged to pay the corresponding costs.

If private vehicles are parked on the hire company's premises in special cases, the hire company declines all liability in the event of damage or theft.

## 20.11. TOLLS

The Hirer is responsible for all toll charges incurred - on site or in advance by bank transfer or credit card. The Hirer undertakes to find out in advance about any tolls and environmental protection zones in the country visited and, if applicable, to register.

If the hirer is departing from a French site, the vehicle is already fitted with an environmental badge (Crit' Air).

In Portugal, registration or the purchase of a toll card [www.portugaltolls.com](http://www.portugaltolls.com) is only necessary if the hirer is travelling on a toll road where tolls are collected electronically. These roads are indicated.

In the event of infringement of these regulations, the hire company will charge a processing fee of €19.00 in addition to the tolls and any penalties.

## 21. EXTENDING YOUR TOUR

We offer you the possibility of bringing forward your departure date or postponing your return date. To do this, please contact your travel consultant to find out the price supplement for this change.

## 22. PROHIBITION OF ASSIGNMENT

The assignment of any claim to the rental contract to third parties, such as spouses or other travelling companions, is excluded. The same applies to the assertion of other rights in one's own name.

## 23. LIABILITY

The Family Van cannot be held responsible for the consequences of the following events:

- Loss or theft of tickets by the passenger(s) ;
- Failure to present to the authorities and/or carriers (airlines, etc.) the administrative and/or health documents required to undertake the journey and/or cross borders, in accordance with the information provided by The Family Van;

- Arrival after the scheduled check-in and/or boarding time for any means of transport, particularly air transport. No reimbursement of the transport ticket will be due by The Family Van in this case;
- Unforeseeable or unavoidable events of a third party such as: war, political unrest, strikes outside The Family Van, riots outside The Family Van, technical or administrative incidents outside The Family Van, airspace congestion, bad weather, delays (including in mail dispatch services), breakdowns, loss or theft of luggage or other personal effects of travellers;
- Cancellation due to exceptional and unavoidable circumstances, and/or for reasons relating to the safety of travellers, and/or injunction by an administrative authority: in this case, The Family Van reserves the right to modify the dates, times or itineraries planned in order to ensure the safety of travellers, without any possible recourse on the part of the latter;
- The person making the registration in the name and on behalf of all the participants in the trip undertakes to pass on to each traveller the information provided by The Family Van concerning the trip, so that The Family Van cannot be held responsible for any defect or omission in the communication of this information. In the event of The Family Van being held liable due to the actions of its service providers, the limits of compensation provided for by international conventions will be applied, in accordance with article L 211-17- IV of the French Tourism Code. Except in the case of personal injury, the maximum financial liability of The Family Van will be equal to three times the total price of the trip.

## 24. Complaints

Travellers may send any complaints in writing to The Family Van S.A.S. Service clients - 85 route d'Angoumé - 40990 Mées, as soon as possible following the date of return from the trip, accompanied by supporting documents. If you do not receive a satisfactory response within 60 days of contacting our Customer Service Department, you may refer the matter to the Tourism and Travel Ombudsman, whose contact details are as follows: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17. You can also find all the procedures for making a complaint on the website: [www.mtv.travel](http://www.mtv.travel).

# Other

## 25. PERSONAL INFORMATION

The information that you send us is recorded in a computer file by The Family Van, S.A.S. registered with the RCS of Dax under the number 897724142, whose registered office is located at 85 route d'Angoumé, 40990, Mées, in its capacity as data controller. Certain information must be provided to The Family Van when you request a quote and then register; this information is indicated by an asterisk. Unfortunately, we will not be able to process your request if you fail to provide this information. The other information requested is optional. The processing of your personal data is necessary to enable us to offer you the services of a contract for the purpose of making a trip. The personal information collected is used to allow you to access all the information concerning your travel requests or your travels, the execution of your requests (quotations, travel services), to offer you similar



services or offers likely to interest you, to produce statistics, to register you at your request for newsletters and to send you, with your consent, information relating to The Family Van and its partners (news, products and services, commercial prospecting and personalised offers).

We would like to inform you that in order to fulfil your order for travel services, your data will be communicated to The Family Van's partners, suppliers of the services booked (hoteliers, transporters, etc.) or technical service providers (IT, hosting, email distribution, online payment service provider, etc.), who may be located outside the European Union. Our partner companies undertake to use your personal data only to carry out certain tasks that are essential for the completion of your trip, in strict compliance with your personal data protection rights and in accordance with current legislation.

Due to the use of GPS, navigation data entered during the rental period may be stored in the rental vehicle. If mobile or other devices are connected to the rented vehicle, the data from these devices may also be stored in the rental vehicle. If the hirer wishes the above data to be deleted from the rental vehicle's memory after returning the vehicle, he/she must ensure that it is deleted before returning the vehicle. This can be done by resetting the vehicle's navigation and communication systems to factory settings. Instructions on how to do this can be found in the owner's manual in the glove compartment. The car hire company is not obliged to delete the above-mentioned data.

The Family Van undertakes not to transfer or sell your personal data to non-partner third parties. Your data is kept for the duration of our contractual relationship and for the time required to meet a legal or regulatory obligation. In accordance with the French Data Protection Act No. 78-17 of 6 January 1978, as amended, you have the right to access, oppose (in particular to the sending of marketing communications), rectify, limit and delete your personal data, as well as the right to portability. You also have the right to define directives concerning the fate of your personal data after your death. These rights may be exercised by post to the following address Service Relations Clients, 85 route d'Angoumé, 40990, Mées. The Family Van has appointed a Data Protection Officer whose contact details are as follows: Service du Délégué à la Protection des Données, 85 route d'Angoumé, 40990, Mées - [contact@thefamilyvan.com](mailto:contact@thefamilyvan.com). You have the right to lodge a complaint with the CNIL if you consider that we are not complying with the regulations applicable to personal data.

For more information on how we collect and process your personal data, please consult our confidentiality and cookies policy, which can be accessed at: In accordance with article L 223-2 of the French Consumer Code, you have the option of registering on an opposition list for telephone canvassing.

## 26. TRAVELLER'S RIGHTS

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 and Article L.211-2 II of the French Tourism Code. You will therefore benefit from all the rights granted by the European Union applicable to packages, as transposed in the Tourism Code\*. The Family Van will be entirely responsible for the proper execution of the package as a whole. In addition, as required by law, The Family Van has protection to refund your payments and, if transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. The Family Van S.A.S. au capital de 18.000€ - RCS Dax 897724142 - Siège social : 85 route d'Angoumé 40990 Mées - Immatriculation Atout France IM040220002 : ATOUT FRANCE (Registre des Opérateurs de

Voyages et de Séjours), 79/81, rue de Clichy 75009 Paris - Garantie financière: APST, située au 15 Av. Carnot, 75017 Paris

- Civil and Professional Liability Insurance: Cabinet Condorcet - located at 2 Rue Grignan, 13006, Marseille - Contract no. RCP0338093 - ORIAS no. 07026627 [www.orias.fr](http://www.orias.fr)

Conditions of sale updated on 19/04/2022

## 27. Jurisdiction and limitation period

The competent court for all disputes arising from this contract is Dax.

If the accident has been recorded by the police, the lessor's claims for damages against the lessee will only become payable after the lessor has had the opportunity to consult the investigation file. The limitation period begins at the latest six months after the return of a rented vehicle.