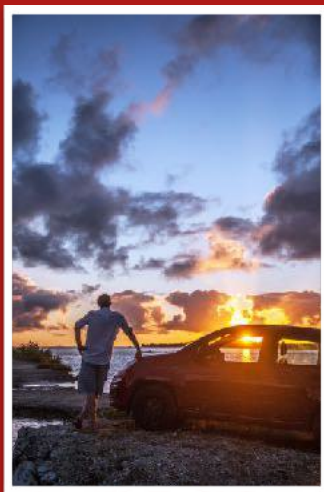


# AVIS<sup>®</sup>

# Bora Bora Rent a Car



## Rental terms & conditions

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## General information

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To ensure that your visit to Bora Bora goes as smoothly as possible, we invite you to read the following information related to renting an Avis vehicle.

Upon taking over the reservation, on one hand;

Avis Bora Bora Rent a Car commits to providing you with a vehicle in good working condition.

And on the other hand;

You commit to respecting the general and specific contractual terms, as well as the rate conditions displayed in the agencies and set forth below, of which you were made aware before signing the contract.

Failure to comply with these conditions will render any additional "excess buy-back" protection options **null and void**. In this case, you are responsible for all damages attributable to you (particularly those suffered by the vehicle up to its market value, followed by fees and costs related to its immobilization).

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## Requirements to rent a vehicle

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1. For vehicles requiring a driver's license:

Every driver must be at least 21 years old and have a valid driver's license, corresponding to the category of the desired vehicle, for at least one year.

Holders of a license issued by a country outside the European Economic Area must present a license with a photo, either written in French or accompanied by an official translation.

An international driving license must be accompanied by a national license.

Possessing a "white" license or one with restricted validity, or a statement of loss or theft of a driver's license does not authorize you to rent a vehicle.

You certify under oath the validity of your driver's license, specifically that it is not subject to any suspension, restriction, or cancellation.

2. For vehicles not requiring a driver's license:

Every driver must be at least 18 years old and present a valid identity card or passport.

Furthermore, every driver must present the required documents in their original form.

For resident drivers of PF who are over 70 years old, the Land Transport Service requires a medical certificate authorizing them to drive.

For visitors, we ask you to present a copy of your plane ticket proving you are just passing through; we will make a copy of this document.

### Payment

Upon the start of the rental, you must present Avis with a credit or debit card. The card presented **must belong to the main driver**.

You will pay the rental amount upon departure of the vehicle.

### Security deposit

For any rental, the customer must make a security deposit to AVIS Bora Bora based on the category of the chosen car. This security deposit can be made in the form of:

- a credit card imprint
- an authorization for direct debit in case of damage/theft, specifying the card numbers
- a check in the name of AVIS Bora Bora Rent a Car
- a cash deposit

By signing the rental contract, the customer commits to paying the rental amount and any additional charges that may accrue:

- Additional rental fees in case of exceeding the return time specified in the contract
- Damages or loss of potential accessories up to the amount of the subscribed guarantee or maximum deductible
- Fuel according to the price grid if the fuel level at return does not match the departure level.
- Fines

### Accepted payment options

Avis accepts the following payment methods for any rental:

#### Payment by credit or debit card

You can pay for your rental by credit card (Carte Bleue, Visa, Euro-Mastercard, American Express, Union Pay or JCB).

The credit or debit card used to pay for the rental must be the main driver's and match the credit or debit card presented at the start of the rental.

NB: Avis does not accept debit cards like Visa Electron, Visa +, Mastercard Maestro, Indigo, Kyriel, Cyrus, and withdrawal cards.

#### Payment by check or cash

You can pay for your rental by check in CFP or in cash.

Holiday vouchers and bank checks in euros are not accepted.

#### Payment by voucher or Avis prepaid bookings

You can pay for your rental by a "voucher" issued by a travel agency or a partner hotel, or by prepaying for your rental when reserving the vehicle.

Avis Bora Bora accepts vouchers from partner hotels, but reserves the right to accept or reject the voucher based on the services purchased and the issuing hotel.

Payments made by "voucher" in convertible foreign currencies are evaluated at the exchange rate in effect at the time of payment.

Regardless of the payment method used, we reserve the right to carry out any necessary checks and to agree or disagree to the rental for a legitimate reason.

If you choose to pay in a currency other than Pacific Francs, Avis will apply the conversion rate indicated on the Rental Contract.

### Payment by Purchase Order or Requisition:

In the case of negotiated rates (corporate rates or discounted rates, etc.), the main driver must present the associated proof to the Avis agent when picking up the vehicle (PO or Requisition, etc.).

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## At the departure of the rental

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### Before signing the contract

In the office, take the time to read the rental contract, general terms and conditions of rental, applicable rate, the content of guarantees, insurance and additional protection.

Do not hesitate to ask Avis staff member about current promotions, particularly in terms of price or options.

Before your departure, acknowledge :

- fuel options :
  - ✓ In case of returned the vehicle without filling back the fuel
  - ✓ In case of subscribing the fuel package at the departure of the rental.
- About invoicing scale schedule damage to the vehicle which you might be responsible.

The damage billing scale is based on the average cost of parts and labor needed for repair. Avis covers the cost of vehicle pick-up and immobilization. This scale is located on the inspection sheet filled out at the beginning and end of the rental.

### Holder of the rental contract and additional allowed drivers

The name of the tenant indicated on the rental contract is the one of the main driver, who must be present at the signature of the rental contract and is the one who is charged for the fees of the rental.

Unless legitimate and unpredictable reason, only the drivers listed on the rental agreement are permitted to drive the vehicle.

You can put additional drivers upon payment of a fee for each additional driver.

In case of damages to the vehicle during its driving by a driver who is not indicated on the rental contract, additional insurance and protection (damage waiver) you might have subscribed are not applicable, and you would have to compensate Avis about all damages you might be attributable (especially including damage to the vehicle within the limits of the market value, of increased vehicle costs and costs related to its hold).

### Document to be produced at time of rental

The driver must show at the departure of the rental agency an legal identity card (identity card or passport), the original driving license, a bank card or credit or debit as security deposit, and in case of payment by « voucher » or prepaid booking Avis, a way of payment agreed by Avis (see above).

In case of negotiated rate or preferred rate ( Big CE, Carte fidélité, Passeport Gourmand), the driver must show to the Avis staff member the associated proof.

### State of the vehicle

A vehicle check form comes with the rental contract. This document report any damages might exist on the vehicle and the level of fuel at the departure of the rental.

Double-check that the state of the vehicle corresponds to the check form document. You take the engagement to write a contradictory report of the state of the vehicle if you note something abnormal which is not visible on the check form of the vehicle. If it's not possible for you to write a contradictory report of the state of the vehicle, you might make incorporating evidence of the anomaly (ex : picture with date) and notice it as soon as possible to the nearest Avis office. Failing to do so, Avis won't be able to consider any claim regarding apparent damages.

Compare the level of fuel written on the dashboard with the information on the check form of the vehicle. You take the engagement to rectify the check form of the vehicle by the Avis staff member in cas of kink.

Avis provide to you in any vehicle the security set (warning triangle + vest). Double check that a high visibility vest and warning triangle are in the trunk. Failing, ask to the Avis staff member to provide you the missing items and make rectify the check form of the vehicle by the Avis staff member.

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## During the rental

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### Territorial validity

The rentals made by Avis are limited to the Bora Bora Island. Outside of the Bora Bora Island, complementary insurance and protection (damage waiver) you might have subscribed are not applicable, and you will be responsible for all damages that are attributable to you (especially including damage to the vehicle within the limits of the market value, of increased vehicle costs and costs related to its hold).

### Driving

You have the legal custody of the vehicle from its delivery ; you are therefore responsible.

You take the engagement to take good care of the vehicle and to make good use of it in normal and careful driving condition.

Are considered as abnormal uses of the vehicle:

- The use of non-compliant vehicle use which it is intended (fuel error, broken clutch after misuse, incorrect assessment of the size of the vehicle, driving even if the

warnings appearing on the dashboard, changes made to the vehicle, etc),

- Traffic outside the roadways,
- Using the vehicle to provide transportation service of people in exchange of money (ex : taxi) or wares (ex : sublease or selling delivery),
- Transportation of flammable material, explosive material, corrosive or oxidizing material,
- Use the vehicle to learn how to drive,
- Use the vehicle for hardship, race or car sports competitions (or try) or rally route reconnaissance mission
- Driving under the influence of liquor, narcotics, drugs or narcotics not prescribed
- The subletting of the vehicle to a third party
- The deliberate damage to the vehicle

These uses include the responsibility of the driver, complementary insurance and additional protection including (damage waiver) you might have subscribed are not applicable. In this case you must indemnify Avis for all the damages that are attributable to you (especially including damage to the vehicle within the limits of the market value, of increased vehicle costs and costs related to its hold).

## Safety

You take the engagement to respect and follow safety condition of regulation, especially about the maximal capacity relative of each vehicle concerning weight and number of people and weight of commodities or luggage transported.

For more than 1 week rental, the renter take the engagement to present the vehicle every week at the Avis office Vaitape. This check of the vehicle is free of charge. If the hold of the vehicle takes about 15 minutes, the renter does not have the option to change with another same category of vehicle. Disrespecting the check of the vehicle, the renter take the responsibility in case of any damages due to technical problems.

To this, you have to be attentive of all sound and visual signals emitted by the warning lights on the dashboard and take the necessary measures (specially emergency stop).

During parking position, you take the engagement to put your personal belongings in the trunk and lock the car.

## Fine

Under the Highway Code, as renter of the vehicle, you are financially responsible for the failure to disrespect the highway code and must pay yourself on time, fines imposed regarding rental condition.

Otherwise Avis will give your personal details to the police force who will send you notice about the fine increased.

In all cases, Avis will charge you for every fines a lump sum of 3500 F for the cost of administrative work handled by Avis to send your personal details and send the notice about the fine increased.

## Breakdown, accident and theft

In case of breakdown or accident of the vehicle which needs immediate repairs (including tires), please call Avis' office at 40.67.70.15.

In case of accident or damage of the vehicle incur to a known third party which does not need immediate repairs : you have to inform Avis 2 hours from the moment you had the information and give a finding amicably form to the Avis office maximum 24h from the moment you knew it, a finding amicably completed and signed form by yourself and the third party concerned.

**Giving a finding amicably completed and signed form in case of accident or damage with a known third party and even if you are responsible or not, it's obligatory.**

Failing to do so and unless force majeure preventing the delivery of a statement out of court on time, complementary insurance and additional protection including (damage waiver) you might have subscribed are not applicable, and Avis will charge you all the damages that are attributable to you (especially including damage to the vehicle within the limits of the market value, of increased vehicle costs and costs related to its hold).

In all cases, in case of damage to the vehicle, Avis will charge you a lump sum of 3500 F for the cost of administrative work handled by Avis, any complementary or additional insurance (damage waiver) you might have subscribed.

In case of theft of the vehicle : you have to let us know during the following 24h from the moment you knew it, make a declaration of theft to the local police authority and give the filing complaint, the records and the papers and keys of the vehicle to the nearest Avis office.

In case of theft of keys and/or papers of the vehicle, please inform the local authority to add the information to the declaration of theft.

Failing to do so and unless force majeure which made impossible the delivery of the statement of filing complaint, keys and papers of the vehicle on time, complementary insurance and additional protection including (damage waiver) you might have subscribed are not applicable, and Avis will charge you all the damages that are attributable to you (especially including damage to the vehicle within the limits of the market value, of increased vehicle costs and costs related to its hold).

## Rental rate

The base price includes a daily fee calculated according to the price list in this agency.

It includes :

- liability insurance to third parties
- technical assistance to the vehicle during the opening hours of the agencies (service or towing the vehicle in case of immobilisation due to breakdown, accident or fire and / or provision of a replacement vehicle)

It can be increased by :

- the fuel used according to the « fuel » section below and to the price list in Avis offices ;

- the cost of complementary insurance and additional protection (damage waiver) which are proposed by Avis ;
- Optional extras and services shown below.

Check with Avis.

Anything that is not expressly included in the rental price is subject to a separate charge including :

- Repairs of damages made to the vehicle ;
- Loss or theft of the vehicle and/or keys.

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## Extras

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Avis charges you some additional fees to the rental, shown below :

### Young drivers extra

For additional young drivers, Avis apply 1700 f CFP fees per person under 25 years old.

It is charged per day of rental, only during the first 12 days.

### Extra fees late return (after closing the agency)

Avis applies a surcharge (2000 f CFP) if you start your rental after closing the agency.

### Additional drivers

Except legitimate and unpredictable reason, exclusively driver noticed on the rental contract are allowed to drive the vehicle.

You can add drivers by paying (1 700 F) per day and per additional driver (maximum 12 days payant). All drivers has to be noticed on the rental contract à the departure of the rental.

### Delivery / pick up vehicles on the Island

In some cases, Avis deliver the vehicle at the departure of the rental and/or pick up the vehicle at the end of the rental, somewhere else than Avis agencies on the Island, so increased of additional fee (2000 F CFP).

The pick up of the vehicle outside of Avis agencies is possible only by subscribing the additional insurance and gasoline package at the departure of the rental.

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## Return of the vehicle

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### Schedule

You have to return the vehicle, keys and papers to Avis staff members on time and date specified on the rental contract and in all cases during opening hours of Avis agencies.

You have to inform Avis, as soon as possible, for all reasons that make it impossible to return the vehicle on time and date specified in the rental contract otherwise it may constitute a misuse liable to prosecution.

### Extension

If you would like to extend your rental, you have to go to Avis agencies to pay the rental and make a new rental contract.

In all cases you are accountable of the amount of the rental and possible damage fees made to the vehicle until returning the vehicle.

### Return outside opening hours

If you return the vehicle outside opening hours of agencies and/or drop the keys in the Avis agency keys box outside agency opening hours, you still responsible and accountable of the rental amount and damages you are attributable (especially those made to the vehicle) until the agency open.

If Avis accepts to pick up the vehicle, you are still responsible and accountable of the rental amount and possible damages that could happen (especially those made to the vehicle) until Avis can manage the vehicle at open hours.

**So you only give to Avis to responsibility to check the status of the vehicle returned and agreed to ascertainment made, and billing the damages if applicable.**

We can under no circumstances be held responsible for property left in the Vehicle at the end of the lease.

### Deposit

Returned and check the status of the vehicle by filling the vehicle status check form at « return » section.

If no damages has been checked and then the « no damages » area bloc is checked, the deposit is returned to the customer.

The client keeps the responsibility to possible non-visible damages and tickets received during the rental.

If new damages has been checked and then « damages checked » area bloc is checked, Avis will keep the deposit.

A fixed scale is present on the vehicle check form. If the damages is not present on the vehicle check form, Avis will send the vehicle to a car repair garage to make a quotation of damages repair amount owed by the customer.

Depending on the damage, the customer may be financially responsible over the value of the deposit

### Late/early return

1) In case of late return :

Hourly rate : rate of 1 500 F CFP per additional quarter hour is applied.

Daily rate, if the customer go over 45 minutes late, every additional hour will be charged 1/5 of the daily rate. Over the 5th hour, the daily rate is applied.

In case of late payment, Avis charges a lump sum (3500F CFP) for recovery fees, added to late penalty of 3x of the legal interest rate.

2) In Case of Early Return

**Mandatory Notification:** The renter wishing to return the vehicle before the end date specified in the rental agreement must notify AVIS Bora Bora in writing or by any other means that allows for a permanent record of the communication, with at least a 48-hour notice.

**Refund Conditions:** If the renter complies with the 48-hour notice requirement, AVIS Bora Bora will proceed with refunding the unused rental days, minus any applicable administrative fees.

**Lack of or Insufficient Notice:** If the renter returns the vehicle before the end of the rental agreement without adhering to the 48-hour notice requirement, no refund for the unused rental days will be provided. Only the days beyond the 48 hours will be refunded.

**Administrative Fees:** 1500 XPF.

**Refund Calculation:** The refund will be calculated based on the daily rate specified in the rental agreement for the unused days, less administrative fees.

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## Fuels charges

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Avis provides you with a vehicle with a full tank of fuel.

Upon returning the vehicle, you have 3 options for paying for fuel:

1. In all cases, you can fill up the tank before returning the vehicle. In this case, Avis will not charge you for fuel (after presenting proof of fuel purchase).

2. If you have opted for the "fuel package" when picking up the vehicle, Avis will bill you the price related to your initial choice.

3. If you haven't filled up the tank before returning the vehicle or if you don't have proof, the "fuel service" will apply at the following rates:

- 1,000 F/bar for Fiat Pandas
- 1,500 F/bar for premium vehicles
- 1,200 F/bar for SUVs
- 450 F/bar for scooters

One bar corresponds to 1/8 of a full tank.

If the level indicates a full tank, the applied rate is 50% of the rate of one bar.

If the vehicle doesn't have a full tank when you pick it up, we ask that you return it with the same fuel level.

Otherwise, you will only pay the difference between the fuel present at the return and the fuel present at the pickup, under the above conditions.

If you return the vehicle with a fuel level higher than the initial level, we will not issue any compensatory refund.

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## General insurance conditions

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### Scope of the coverage

The rented vehicle is meant to be used exclusively on paved roads, whether public or private, which are normally open to

car traffic which is limited to the circular road of Bora Bora. **It is formally forbidden to drive a rental vehicle on dangerous and/or unpaved roads such as roads going up in the mountain.** That prohibition applies even if the rented vehicle in question is a 4WD. Any infringement to this prohibition shall render the renter fully responsible for any damage caused to the vehicle, regardless of the insurances the renter has subscribed to. The vehicle is rented and is insured under the standard terms of warranty covering self-driven vehicles and under the special terms as specified in the insurance policy which are available upon request at the AVIS office. The main terms in the insurance policy are pointed out hereunder for easy reference

### Insurance Operation and Coverage

When renting a vehicle, all occupants of the vehicle (drivers and passengers) automatically benefit from "Comprehensive Insurance."

Comprehensive Insurance is included in the rental rate. It covers all damage except those incurred by the driver.

Avis does not offer insurance to cover the driver; you can consult your individual insurer for this coverage.

Material damage and vehicle theft remain the responsibility of the customer, up to a maximum financial liability of:

- 200,000 F for Eco and Fun Cars
- 200,000 F for 2-wheelers
- 250,000 F for cars, SUVs, and family vehicles
- 300,000 F for premium SUVs
- 350,000 F for premium convertibles

In the event of an accident, the amount of the deductible will be charged to you while waiting for the insurance companies to determine the drivers' liability.

If the Insurance declares you not at fault, you will be refunded the full amount of the deductible.

If the Insurance determines your liability (based on the report established following the accident), you will be liable for repairs to be carried out on the Avis vehicle, up to the maximum amount of the deductible.

### SCDW (Super Collision Damage Waiver)

As an option, AVIS Bora offers Super Cover Insurance - SCDW. This protection is exclusively applicable for the duration specified on the Rental Agreement and is subject to adherence to the Rental Conditions.

By opting for Super Cover, you are exempted from all financial responsibilities in case of an accident, damage, or theft of the vehicle, provided that a mandatory report is made.

This additional protection must be subscribed to at the start of the rental and indicated on the Rental Agreement.

In any case, in the event of theft or damage caused to the Vehicle, Avis will charge you a flat fee of 4,000 F for the administrative processing cost incurred by Avis, regardless of the type of additional protection ("deductible buyback") subscribed to.

If you do not opt for these additional protections, you are responsible for damages attributed to you up to the limit of the Deductible with no additional coverage.

This insurance DOES NOT COVER fuel, fines, towing

expenses, and accessories such as helmets, child seats, wifi, or speakers, etc.

### Exclusions of liability coverage

"The 'glass breakage' damages are not covered by Super Cover. The elements not covered are represented in red on the following diagram.



Damages to the upper body and underbody of the vehicle due to a misjudgment of the vehicle's dimensions are also not covered."

In addition to the exclusions specified in the "Standard Terms" of the policy held in the AVIS offices, the renter shall be fully responsible for third party liability, under the following circumstances, which exclude any and all guarantees .

- a- Damages caused willfully, with malicious intent or due to an inexcusable fault.
- b- Damages caused in particular in the event of river crossing, penetration in sea water, sinking, overturning of the vehicle, driving on roads not suitable for urban vehicles, failure to report the vehicle for the weekly technical control.
- c- Damages caused by driving under the influence of alcohol or after the use of non-prescribed drugs as well as damages caused by any passenger under such influences.
- d- Damages caused in the event that the vehicle is stolen when AVIS is unable to obtain the car case of theft of the vehicle if renter is unable to immediately present the keys to the vehicle.
- e- Damages caused when the vehicle was being driven by a person not designated in the rental contract
- f- Damages caused when keeping a car abusively by not reporting to an AVIS office to officially extend the rental period.
- g- Damage caused on the roof or under the vehicle together with tires (flat or blow-out).

### Accident report

Any damage caused to the rented vehicle **must be the subject of an accident report**; the renter must immediately present themselves at one of the Avis agencies in Bora Bora. Except in cases of force majeure: hospitalization or detention by the police services.

In these two cases, the renter is required to present themselves as soon as their detention or hospitalization ends. The renter who does not respect this commitment is held responsible for the damages caused and their consequences.

In the event of an accident or damage to the vehicle involving a third party, the renter must provide a duly completed and signed amicable report by both parties involved.

Submission of a completed and signed amicable report in the event of an accident or damage involving an identified third party, whether you are responsible or not, is mandatory and must be done in the presence of an Avis agent. Otherwise, except in cases of force majeure making it impossible to submit a report within this period, any additional insurances and protection supplements ('franchise buy-backs') possibly subscribed to are inapplicable, and Avis will bill you for the full amount of damages attributable to you (in particular those suffered by the vehicle up to the market value of the vehicle plus the costs and fees related to its immobilization).

In the event of a liability dispute, AVIS reserves the right to retain the security deposit until its insurance company has defined the responsibilities of each of the parties involved.

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## General booking conditions

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### General Booking Conditions Without Prepayment (Payment in agency)

If you have not cancelled your reservation before the reservation date and time indicated on your reservation confirmation, and you do not pick up the reserved vehicle within 24 hours of this date and time, a non-cancellation fee of 5000 xpf.

If a non-cancellation fee is applied to you as a result of a case of force majeure, for example a natural disaster, an act of terrorism, an act of government or state, a war, riots, an insurrection, an embargo, a labour dispute, you will be entitled to a refund upon presentation of adequate probative information.

### General Booking Conditions With Prepayment (Online Payment)

The credit card used for the prepaid reservation must be presented at the time of departure for all rentals that have been prepaid on the Internet or via the Reservation Center.

- The Name and Surname entered on the card used for the prepaid reservation must correspond to the Name and Surname appearing on the rental contract.
- The payment card used on the reservation must be presented at the time of rental and match the payment card information indicated in the reservation.

By checking the "I accept" box during the booking procedure, you accept the terms of these General Conditions

### Amounts invoiced

You must pay in full the indicated price corresponding to the Rental services at the time you make your reservation on the

website. The fee will be charged to your credit, payment or debit card at the time of booking.

The reservation will only be validated once the perfect payment has been made. By accepting these Terms and Conditions, you expressly authorize Avis Bora Bora to charge your credit, payment or debit card for the amount of the reservation as well as additional fees (if any) mentioned in this Agreement.

The price of the reservation includes the amount of the rental, including VAT for the vehicle category, the dates and items for which it is indicated that they are included in the price at the time of booking, at the rate we have indicated to you.

All other optional equipment and services (e.g. special equipment, additional drivers, optional insurance, fuel, extra days) not paid at the time of booking will incur additional costs that you will have to pay directly at the agency, either when you take possession of your vehicle or when it is returned. Additional fees may also be charged by Avis Bora Bora when you take possession of your vehicle if you are under 25 years old.

### **Modification / cancellation of the reservation**

If you cancel your reservation at least 48 hours before the date and time of the rental, a cancellation fee no cancellation fee will be applied.

If you cancel your rental within 48 hours before the date and time of pick-up of the vehicle indicated in your reservation, a fixed amount of compensation, corresponding to the average cost of 3 days of rental, will be applied. If you rented a vehicle for less than 3 days, the total amount you paid during the prepayment will be kept as compensation.

If you do not pick up your vehicle at the branch and have not cancelled beforehand, there will be no refund: the total amount, which you paid during the prepayment, will be kept.

In order to obtain a refund of the amount you prepaid for your rental, you will have to send an email to the following address: [contact@avis-borabora.com](mailto:contact@avis-borabora.com)

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### **Jurisdiction**

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Any disagreement arising from this contract shall be submitted to the competent courts of French Polynesia.