

AVIS[®]

Bora Bora Rent a Car



Rental terms & conditions

General information

To provide the best conditions of rental for your visit of Bora Bora Island, we invite you to read the following information concerning the rental of an Avis vehicle and complementary insurance you might choose.

By providing a vehicle, Avis Bora Bora Rent a Car take the engagement to you as you do so regarding the contractual general and specific conditions and pricing conditions posted in Avis offices and exposed below which you agree with before signing the rental contract.

In case of non compliance with rental conditions, complementary insurance and additional protection including (damage waiver) you might have subscribed are not applicable. In that case, you are responsible 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).

Requirements to rent a vehicle

1) For vehicle with driver license required

Any driver shall be 21 years old minimum and must hold a driving license, valid and corresponding to the category of vehicle desired for at least 1 year.

Holders of a driving license issued by a state outside of the European Economic Area must present a license with photograph and written in French or accompanied by an official translation.

An international driving license must come with a national driving license.

Holding a « white driving license » or driving license with restricted validity, or declaration of loss or theft for driving license does not allow you to rent a vehicle.

You certify on the honor of the validity of your driving license, such is not the subject of a suspension, restriction or cancellation of the driving license.

2) For vehicles without required driving license required :

All drivers shall be 18 years old minimum and show a identity card or valid passport.

Payment

Departing from the rental, you must show to Avis Bora Bora a bank card, credit card or debit card. The card showed shall be owned by the main driver of the vehicle.

You should pay the rental at the **departure** of the vehicle.

Security deposit

For any rental, the customer shall make a deposit of 200 000 F CFP to Avis Bora Bora. This security deposit could be done by :

- A credit card imprint
- A debit authorization in case of damages/theft which precise the number of the credit card
- A bank check to the Avis Bora Bora Rent a Car company name
- Species deposit

By signing that document, the client agrees to pay the amount of the rental made with possible additional fees :

- Any rental fees in case of late returning
- Damage or lost of accessories to the tune of subscribed guarantees or maximum excess
- Gasoline according to the fee schedule if the level of gas does not correspond
- Infringement tickets or fines

The credit card imprint cannot be returned at the end of the rental because of possible fines the driver could have received during its rental.

Accepted payment options

Avis accepts all way of payment below for all kinds of rental (tourism vehicle or fun car).

Payment by bank card, credit card or debit card

You can pay your rental by bank card, credit card and debit card (Blue card, Visa, Euro-Mastercard, American Express, Union Pay or JCB).

The bank card or credit or debit used to pay the rental must be owned by the main driver of the vehicle and correspond to the bank card, credit or debit showed at the departure of the rental.

NB : Avis does not accept debit card Visa Electron, Visa+, Mastercard Maestro, Indigo, Kyriel, Cyrus and cash card.

Payment by bank check or cash

You can pay your rental by local CFP currency bank check or cash.

NB : Avis does not accept holidays bank check, traveller's check and Euros currency bank check.

Payment by voucher or Avis prepaid bookings

You can pay your rental by vouchers made by travel agencies or partner hotels, or by prepaying your rental at the booking.

Avis Bora Bora does only accept vouchers made by partner hotels with who a contract has been made and validated by both side.

Payment by convertible foreign currency vouchers are valued at the prevailing rate when payment.

Any kind of payment used, we reserve the right to carry out all checks needed and to consent or not to rent in case of legitimate reason.

If you choose to pay with a different currency than Avis use, Avis keep the rate indicated in the rental contract.

At the departure of the rental

Before signing the contract

In the agency, 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 billing fee schedule damage is established regarding the cost of parts and labor needed for repair. Avis keeps covering the management costs and immobilization of the vehicle. This invoicing scale is visible on the vehicle form that is filled at the departure and at the returning.

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 passeport), 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.

During the rental

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.

Extras

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.

Return of the vehicle

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

Avis Bora Bora refund the difference between the subscribed time and the duration of lease in accordance with the rate schedule presented in agency for a fee folder of 1 500 F CFP.

Fuels charges

The vehicle is normally supplied with a full tank of fuel.

Option fill the tank your self

You must return it to us with the same amount of fuel it had in it when you picked it up – usually a full tank – as shown on the factory-installed fuel gauge. We recommend you fill up as close to the return location as you can on the return date, and keep the receipt to show us. If you don't return the vehicle with a full tank – and you can't show us a receipt for fuel – we will charge you according to missing bars on the fuel gauge. The rate of a bar for each vehicle is presented on our rate document in the office. A bar is 1/8 of the full tank.

Fuel Up Front option

With the Fuel Up Front you pay for a fuel package, based on average customer consumption – plus our costs of refueling the vehicle for you. Then you just return the vehicle with whatever's left in the tank.

General insurance conditions

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 coverage

Two types of insurance coverage are included in our rates, as well as the possibility of subscribing, at a fixed daily premium, to an additional coverage under specific conditions.

a- Damages caused to third parties (third party liability): the vehicle is covered against damages caused to third parties in case of an accident. It is understood that damages to the renter himself on to the rented vehicle are excluded from this coverage. Fines and other consequences of the renter's criminal liability remain at the renter's expense;

b- Damages caused to the rented vehicle, which implies a deductible : coverage against damages to rented vehicle following theft, broken windows, explosion, fire or accident with a excess. The amount of the excess is set both on the basis of the type of vehicle rented and of the age of the driver at the time of signature of the rental contract.

Reporting of accident

Any damage caused to the vehicle must be reported as soon as possible to AVIS. The renter must come to the nearest AVIS office of Bora Bora or call the 40 67 70 15, except in the 2 following situations : hospitalisation or being kept by the police services .

In these 2 cases the renter must come to the AVIS office when getting out from the police services or at the end of the hospitalisation. Any renter who does not comply with this obligation shall be deemed responsible for all damages and consequences. The renter is, also, fully responsible should he or she fail to present a formal accident report duly filled in and signed by the third party, in case of an accident involving someone else. In case of disagreement about responsibility, AVIS shall keep the deposit which is in the amount of the deductible, until the final decision of the insurance companies concerning the driver's responsibility. Only then, and only if the renter's responsibility in the accident is released, a partial or full reimbursement of the amount of the deposit will be effected to the account of the

renter. Failure to present a formal accident report duly signed shall engage a charge to the renter and that even in the case of subscription to the SCDW.

Exclusions of liability coverage

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).

SCDW

This insurance is available as an option and at an extra premium rate, and it allows for the suppression of the deductible in case of damage to the rented vehicle. Subscription to this damage liability coverage is available only for drivers of Category 3 (please refer to Article 11.3).

This insurance coverage includes damages to the rented vehicle, and include damages to the outside of the vehicle, glass breakage, punctured tires, replacement of tires.

This insurance coverage DOES NOT INCLUDE fuel, police fines and expenses related to towing the vehicle.

Jurisdiction

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