



## PREAMBLE – HERTZ MOROCCO

### 1. Preamble

The following general conditions of sale govern all transactions established on the web catalog of STARC S.A.S Any order placed on this website supposes the customer's unconditional and irrevocable acceptance of these conditions.

### 2. Object

The following contract is a remote contract which aims to define the rights and obligations of the parties related to the sale of products of the company STARC S.A.S on the Internet, through the MAROC Telecommerce platform. www.hertz.ma service and trademark by STARC S.A.S

### 3. Payment mode

To pay by credit card, you choose the payment modes from those suggested by STARC S.A.S at the Purchase Order (Visa, MasterCard, Maestro, CMI, Maestro, Diners Club and Discover). In this case, the debit of the transaction on your account is made in the day following the date of delivery confirmation.

Your credit card payment is secured by MAROC Telecommerce that offers a fully secure payment service.

The customer guarantees to the Company STARC S.A.S That he has the required permission to use the payment method chosen by him, while validating the order form.

If paying by credit card, the provisions relating to the fraudulent use of payment method provided for in the agreements between the Consumer and the card issuer between the STARC S.A.S Company and its bank apply.

### 4. Proof of transactions paid by credit card

The data recorded by Maroc Telecommerce S.A.S on Maroc Telecommerce platform on behalf of STARC S.A.S constitute the proof of all commercial transactions between you and the company STARC S.A.S

## GENERAL TERMS AND CONDITIONS OF RENTAL - HERTZ MOROCCO

### General informations

#### Age and driver's License

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

- Minimum age : 21 + 1 year of license (MDMR, MDMN, MDAR, MDAN, ECMN, ECMR, ECMD, EDMN, EDMR, EDMD, EXMN, EXMR, ECAR, ECAD, CFMD, CDMR, CDMD, CDMN, CDAR, CMMD, CMMN, CFAD, CFAN, CXAD) and 23 + 2 years of license (other across codes)

A young driver fees of 360 MAD will be applied for <21 years drivers.

#### Meanings of payment

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

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



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

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

The amount of the deposit is equal to the deductible franchise (FRANCHISE Section & OPTIONALS WARRANTIES).

For the need of the car renting, the company STARC for its quality of car rental, will make a pre-authorization of the deposit amount from the customer's bank.

In case of refusal by the bank to make the pre-authorization, the booking will be canceled and the customer will be refunded the amount of the prepaid reservation minus the cancellation/ no show fees.

### **Territory**

The « territory » is the country in which the vehicle's driving is allowed, this would be Morocco.

### **RATES**

Our rates include :

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

SIPP Code	Mileage policy	Extra KM in MAD VAT Incl.	SIPP Code	Mileage policy	Extra KM in MAD VAT Incl.
MDMR	Unlimited	-	IFAN	Limited to 100 Kms / Day	2.50
MDMN	Limited to 100 Kms / Day	1.20	IFAH	Unlimited	-
MDAR	Unlimited	-	IXAD	Unlimited	-
MDAN	Limited to 100 Kms / Day	1.20	IXMD	Unlimited	-
ECMD	Unlimited	-	PDAR	Unlimited	-
ECMN	Limited to 100 Kms / Day	1.50	PDAN	Limited to 100 Kms / Day	3.50
EXMD	Unlimited	-	PDAH	Unlimited	-
EXMN	Limited to 100 Kms / Day	1.50	IQNR	Unlimited	-
EDMD	Unlimited	-	IQND	Unlimited	-
EDMN	Limited to 100 Kms / Day	2.00	FFMR	Unlimited	-
ECAR	Unlimited	-	FFMN	Limited to 100 Kms / Day	4.00
ECAD	Unlimited	-	FFAR	Unlimited	-
CDMD	Unlimited	-	FFAD	Unlimited	-
CDMN	Limited to 100 Kms / Day	2.20	FVAD	Unlimited	-
CDAR	Unlimited	-	FVMR	Unlimited	-
CFAD	Unlimited	-	FVMN	Limited to 100 Kms / Day	4.00
CFAN	Limited to 100 Kms / Day	2.50	FFMD	Unlimited	-
CMMD	Unlimited	-	XFAD	Unlimited	-
CMMN	Limited to 100 Kms / Day	2.20	VPIW	Limited to 100 Kms / Day	1.80
MYST	Unlimited	-	VHIW	Limited to 100 Kms / Day	2.50
IVMR	Unlimited	-	VMIW	Limited to 100 Kms / Day	2.50
IVMN	Limited to 100 Kms / Day	2.50	VGIW	Limited to 100 Kms / Day	2.50
IFMR	Unlimited	-	VJIW	Limited to 100 Kms / Day	2.50
IFMN	Limité à 100 Kms / jour	2.50	VGXP	Limited to 100 Kms / Day	3.40
IFMD	Unlimited	-	VGXW	Limited to 100 Kms / Day	3.40
IFAD	Unlimited	-	VGXF	Limited to 100 Kms / Day	3.40

Our rates don't include :

- Non-waivable excess charge or theft excess charge.
- Fuel : Should the Vehicle not be returned with a full fuel tank, you will be charged for the missing quantity of fuel and for the refueling service of 240 MAD, unless you have subscribed to the full tank option.
- Delivery of keys (in case of improper use, loss or theft) :240 MAD VAT



The rates applicable to the rental, to the additional services and to the optional covers or insurances are those which are in force on the date of issue of the rental agreement, and correspond to the characteristics you originally indicated at the time of reservation (Vehicle type rental, duration, return station...). Any modification in the characteristics will entail the use of an appropriate alternative tariff.

The vehicle is delivered with a minimum of 3/8 tank and should be returned in the same conditions of departure. Any missing fuel will be charged.

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

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

### **HERTZ CHARGES**

Mileage Pass option: For rentals that are limited to 100 Kms/day, it is possible to purchase a 50 Kms or 100 Kms Pass. Once the vehicle is returned, any excess in the number of kilometres indicated in the rental agreement and that is not covered by a Mileage Pass will be charged for every extra Km.

SIPP Code	Mileage policy	Extra KM in MAD VAT Incl.	Pass 50 kms/day in MAD VAT Incl.	Pass 100 kms/day in MAD VAT Incl.
MDMN	Limited to 100 Kms / Day	1.20	40	80
MDAN	Limited to 100 Kms / Day	1.20	40	80
ECMN	Limited to 100 Kms / Day	1.50	60	100
EXMN	Limited to 100 Kms / Day	1.50	60	100
EDMN	Limited to 100 Kms / Day	2.00	80	140
CDMN	Limited to 100 Kms / Day	2.20	80	150
CMMN	Limited to 100 Kms / Day	2.20	80	150
CFAN	Limited to 100 Kms / Day	2.50	100	170
IFMN	Limited to 100 Kms / Day	2.50	100	170
IFAN	Limited to 100 Kms / Day	2.50	100	170
IVMN	Limited to 100 Kms / Day	2.50	100	170
PDAN	Limited to 100 Kms / Day	3.50	140	240
FFMN	Limited to 100 Kms / Day	4.00	160	280
FVMN	Limited to 100 Kms / Day	4.00	160	280

**Airport charge:** 240 MAD for any Check out at the airport.

**Additional driver charge:** Only the primary driver is authorized to drive the car

- The name mentioned on the booking must be the primary driver's name, present during the rental agreement signing and responsible of the renting charges.



- Any additional driver should be mentioned on the RA before any check out to be insured
- A surcharge of 100 MAD (VAT incl.) per day limited to 600 MAD (VAT incl.) per rental for each additional driver will be invoiced.
- The spouse of the primary conductor is considered additional driver.

**Young driver charge:** When renting a vehicle, a driver qualified as a "young driver" (between 21 and 23 with a minimum of 1 year of license) pays a specific charge of 360 MAD per rental - the "Young Driver Surcharge".

**Dirty vehicle charge:** any vehicle returned dirty (animal hairs, sand, mud, stained seats, etc. ...) will be charged between 500 MAD and 1500 MAD VAT depending on the level of dirtiness.

### **SPECIAL SERVICES**

**Delivery / collection : ask your agency.**

- Delivery outside agencies : ask your agency.
- One way rentals : Scale on KM (ask your agency)

**Check out / check in Out of hours**

In the case of check out/ check in out of hours, an extra fees of 500 MAD will be invoiced at the departure or return.

**Equipment on vehicles :**

All vehicles are equipped with a reflective vest and a warning triangle. If the security kit is returned incomplete or is lost, a penalty of 360 MAD VAT will be charged.

- Baby Seat : 70 MAD VAT per day and capped at 600 MAD.
- Booster Seat : 36 MAD VAT per day and capped at 600 MAD.

### **RENTED VEHICLE**

**State of The vehicle**

A description of the condition of the Vehicle will be given to you at the same time as the rental agreement. Before leaving the rental location, you are required to check the condition of the Vehicle. If the amended document is not countersigned by both parties, the condition of the Vehicle will be as set out in the document given to you with the rental agreement and it will be considered that you received the Vehicle in proper working condition.

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

**Using of the vehicle**

The vehicle cannot be driven outside the territory.



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

You must take care of the Vehicle, keep it in good repair and condition, pay any fines for which you may be liable, reimburse HERTZ for any damage to the Vehicle, and refund HERTZ for any costs it incurs. During the rental period you must carry out the usual checks (engine oil level, tire pressure, etc.) as would any careful user and you must respect the maintenance cycle of the Vehicle as stated in the maintenance guide, if any.

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

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

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

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

1. Re-rental to or use by other persons ;
2. Carrying passengers for hire or reward ;
3. Carrying more than the number of seats mentioned on the registration card of the vehicle;
4. Participating in rallies, competitions or trials, wherever they may take place ;
5. Giving driving lessons ;
6. Pushing or towing another vehicle (except those vehicles equipped by HERTZ with a towing-hook; maximum load 1,000 kg), or exceeding the authorized load weight ;
7. Travelling on non-paved roads or on roads, the surface or state of repair of which could put the vehicle's wheels, tires or its under body mechanics at risk ;
8. Intentionally committing any offence ;
9. None of the goods and baggage carried in the Vehicle, including their packing and stowage equipment, will be permitted to damage the Vehicle, nor put the occupants abnormally at risk.

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

10. In case of damage or theft, you must transmit to HERTZ, within no more than 2 days, the accident report or theft report receipt issued by the authorities, and the keys and vehicle documents.

**ATTENTION:** This article sets out the minimum requirements during the period in which you have the vehicle.



## **Maintenance / Mechanical Problems**

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

The vehicle is supplied with tires whose condition and number comply with the road regulations. In case of deterioration of one of them for a cause other than normal wear, hidden defect or force majeure, you agree to replace it immediately and at your own expense by a tire of the same size, same type, same mark, and even wear. In the event of a mechanical breakdown or an accident, you benefit from an Assistance Service, included in the price of your rental. The conditions of this assistance are set out in the brochure "Conditions of Insurance, Assistance and Useful Advice" made available to you in all agencies.

If the odometer has stopped functioning for any reason other than a technical failure, you will be required to pay a distance charge of 100 KM per day.

Any transformation or mechanical intervention on the vehicle is prohibited without prior permission of HERTZ

## **RENTAL PERIOD**

### **Principle and calculation**

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

If you want to renew the rental agreement, you have to:

- Go first at the departure agency, or failing at the nearest Hertz agency;
- Make a control of the car with the Hertz agent.
- Pay all the charges and extras of the passed rental agreement and sign a new one.

The renewal of a monthly contract is strictly subject to the foregoing provisions. In addition, the failure by the Tenant of these provisions for monthly rentals automatically make him liable vis-à-vis the Lessor a conventional penalty of five hundred (500) MAD VAT per day of storage of the vehicle beyond the due date of the contract, plus the cost of renting and without prejudice to the Lessor of any civil and / or criminal which would be open to him on the basis of the non- return of the vehicle.

### **Delay of Picking up the vehicle**

The booking will be held until two hours after the scheduled time, unless you have contacted the booking center to change your time of arrival. After this period of two hours, the vehicle will be made available to other customers. If you arrive after two hours, we will do our best to provide a vehicle, but availability cannot be guaranteed.



## **RETURN OF THE VEHICLE**

The end of the rental is defined by the return of the Vehicle and of its keys to the rental counter at the agreed HERTZ location. This must be done to a uniformed HERTZ employee and under no circumstances should you give the keys to any person present at the HERTZ location and who you assume or who purports to be a HERTZ employee.

You are allowed to return the car up to 59 minutes later than the initial return time. Up to this delay "grace period" one more day will be invoiced.

Any vehicle returned outside of opening hours remain on the responsibility of the tenant. The rental agreement will be closed and the amount of the final invoice will be set once the agency will be opened.

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

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

## **RENTAL AGREEMENT CANCELLATION**

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

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

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

## **INSURANCE & COMPLEMENTARY PROTECTION**

All the vehicles in HERTZ's fleet are insured against Bodily Injury and/or Property Damage that you might inflict on a third party as a result of an accident involving the Vehicle. You can subscribe to extra insurance for: driver, passengers, damage and glass breakage.

The conditions and limitations of basic or optional insurances, contractual guarantees, as well as those of the assistance contract are available to you at the agencies.

In the event of theft of the vehicle or damages caused to it, you must fully indemnify HERTZ (the indemnification will include the amounts corresponding to the repair costs, resale value of the Vehicle, loss of use, administration charges...). This liability may be reduced if you opted for an extra protection CDW (Collision Damage Waiver)

Partial Suppression of Damage Franchises:

The Partial Suppression of Franchises Damage is an optional warranty reducing partially the franchise. This warranty is applicable if the vehicle is used under the terms and conditions of the renting contract.



**Total Suppression of Damage Franchises:**

The Partial Suppression of Franchises Damage is an optional warranty reducing totally the franchise. This warranty is applicable if the vehicle is used under the terms and conditions of the renting contract.

In the case of total suppression of damage franchises, an incompressible deposit is required to cover the losses of vehicle documents, key losses, extra days or other expenses not covered by the insurance. Personals effects are not covered.

The company STARC SA will retain as indemnity 30% of the prepaid booking amount, due to immobilization of the vehicle supported by the renter and the costs related to the constitution of the reservation file.

**FRANCHISES & OPTIONALS GARANTIES (VAT)**

The amounts above are in Dirham and all taxes included.

SIPP Code	Vehicle or similar	Tax Included.					
		CDW Collision Damage Waiver	Deposit for CDW	TP Protection pour vol	PAI Personal Insurance	SCDW Super Collision Damage Waiver	Deposit for SCDW
		Amount per day	Excess	Amount per day	Amount per day	Amount per day	Excess
<b>MDMN</b>	Kia Picanto MT	48	14 400	24	48	72.00	2 400
<b>MDMR</b>	Kia Picanto MT	48	14 400	24	48	72.00	2 400
<b>MDAN</b>	Kia Picanto AT	48	14 400	24	48	72.00	2 400
<b>MDAR</b>	Kia Picanto AT	48	14 400	24	48	72.00	2 400
<b>ECMN</b>	Renault Clio	52	15 600	26	48	78.00	2 600
<b>ECMD</b>	Renault Clio	52	15 600	26	48	78.00	2 600
<b>EXMN</b>	Renault Clio GPS	52	15 600	26	48	78.00	2 600
<b>EXMD</b>	Renault Clio GPS	52	15 600	26	48	78.00	2 600
<b>EDMN</b>	Fiat Tipo	56	16 800	28	48	84.00	2 800
<b>EDMD</b>	Fiat Tipo	56	16 800	28	48	84.00	2 800
<b>ECAR</b>	Kia Rio AT	52	15 600	26	48	78.00	2 600
<b>ECAD</b>	Peugeot 208 AT	52	15 600	26	48	78.00	2 600
<b>CDMN</b>	Peugeot 308	60	18 000	30	48	90.00	2 800
<b>CDMD</b>	Peugeot 308	60	18 000	30	48	90.00	2 800
<b>CMMN</b>	Citroën Berlingo	60	18 000	30	48	90.00	2 800
<b>CMMD</b>	Citroën Berlingo	60	18 000	30	48	90.00	2 800
<b>CDAR</b>	Fiat Tipo HB AT	72	21 600	36	48	108.00	3 600
<b>MYST</b>	Mystère	72	21 600	36	48	108.00	3 600
<b>CFAN</b>	Citroën C4 AT	72	21 600	36	48	108.00	3 600
<b>CFAD</b>	Citroën C4 AT	72	21 600	36	48	108.00	3 600



<b>CXAD</b>	Peugeot 2008 AT	72	21 600	36	48	108.00	3 600
<b>IFMN</b>	Dacia Duster 4x2	72	21 600	36	48	108.00	3 600
<b>IFMR</b>	Dacia Duster 4x2	72	21 600	36	48	108.00	3 600
<b>IFMD</b>	Kia Seltos MT	72	21 600	36	48	108.00	3 600
<b>IFAN</b>	Kia Seltos AT	72	21 600	36	48	108.00	3 600
<b>IFAD</b>	Kia Seltos AT	72	21 600	36	48	108.00	3 600
<b>IVMN</b>	Kia Carens 6PAX AT	72	21 600	36	48	108.00	3 600
<b>IVMR</b>	Kia Carens 6PAX AT	72	21 600	36	48	108.00	3 600
<b>IFAH</b>	Kia Niro Hybrid AT	72	21 600	36	48	108.00	3 600
<b>IXAD</b>	Peugeot 3008 AT	72	21 600	36	48	108.00	3 600
<b>IXMD</b>	Kia Sportage 4x2	72	21 600	36	48	108.00	3 600
<b>FVMN</b>	Citroën Jumpy 9PAX	120	36 000	60	48	180.00	6 000
<b>FVMR</b>	Citroën Jumpy 9PAX	120	36 000	60	48	180.00	6 000
<b>PDAD</b>	Peugeot 508 GT Line AT	120	36 000	60	48	180.00	6 000
<b>PDAH</b>	Kia K5 Hybride AT	120	36 000	60	48	180.00	6 000
<b>FFMN</b>	Kia Sorento 4x4 7PAX AT	120	36 000	60	48	180.00	6 000
<b>FFMR</b>	Kia Sorento 4x4 7PAX AT	120	36 000	60	48	180.00	6 000
<b>FFAR</b>	Kia Sorento 4x4 AT	120	36 000	60	48	180.00	6 000
<b>FFMD</b>	Toyota Prado 4x4 7PAX AT	120	36 000	60	48	180.00	6 000
<b>FFAD</b>	Jeep Grand Cherokee 4x4 AT	120	36 000	60	48	180.00	6 000
<b>XFAD</b>	Volkswagen Touareg BVA	120	36 000	60	48	180.00	6 000
<b>FVAD</b>	Kia Carnival 8PAX AT	120	36 000	60	48	180.00	6 000
<b>FVMN</b>	Renault Trafic Combi 9PAX	120	36 000	60	48	180.00	6 000
<b>FVMR</b>	Renault Trafic Combi 9PAX	120	36 000	60	48	180.00	6 000
<b>IQNR</b>	Fiat Fullback double cab truck	120	36 000	60	48	180.00	6 000
<b>IQND</b>	Peugeot Landtrek double cab truck	120	36 000	60	48	180.00	6 000
<b>VPIW</b>	Citroën Berlingo 3m <sup>3</sup>	56	16 800	28	48	84.00	2 800
<b>VMIW</b>	Peugeot Expert L1H1 5-8m <sup>3</sup>	72	21 600	36	48	108.00	3 600
<b>VGIW</b>	Peugeot Boxer L2H2 8-10m <sup>3</sup>	72	21 600	36	48	108.00	3 600
<b>VGXP</b>	Kia K2500 single cab pickup	72	21 600	36	48	108.00	3 600
<b>VGXW</b>	Kia K2500 multiservices van	72	21 600	36	48	108.00	3 600
<b>VGXF</b>	Kia K2500 refrigerated van	72	21 600	36	48	108.00	3 600
<b>VJIW</b>	Peugeot Boxer L3H2 10-12m <sup>3</sup>	72	21 600	36	48	108.00	3 600
<b>VHIW</b>	Citroën Jumper L4H3 12-14m <sup>3</sup>	120	36 000	60	48	180.00	6 000

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

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

## **PAYMENT**

### **Payment**

Renters are liable with the payment of the entire cost of the rental.

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

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

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

### **Failure to pay**

In the case of exceeding the time limit for payment materialized on the invoice by the due date, the tenant will owe a late fee on the amount equal to 3 times the legal rate.

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



## **Security Deposit**

The amount of the deposit depends on the one hand, the category of the rented vehicle and, on the other hand, supplementary waivers. It is intended to cover the damage suffered by the lessor due to damage or theft of the vehicle. The amount is shown in the table above (Section Franchises and optional Guarantees) and is equal to at least 2400 MAD TTC. It is recalled from the rental on your contract. If the tenant has not signed contract security (theft and / or damage) security deposit will be equal to the amount of tenants' liability cap, different according to vehicle category and made available indicated in the table above.

If the tenant has signed a contractual guarantee damages (MENTION CDW postponed or ticked on the contract) and theft (MENTION TW postponed or ticked on the contract) , only be called a deposit equal to the amount of the non-waivable remaining the responsibility of the tenant in case of damage or theft. The deposit may be limited or excluded based on additional optional contractual guarantees that reduce or eliminate non -waivable (CF article " damage warranty and / or flight " below).

The deposit will be forfeited to the landlord for damage attributable to the tenant or absence of lack of an identified third party and in case of theft of the vehicle (other than by application of the contractual guarantees outlined below) and this at the damage suffered.

In the absence of damage and / or theft and all other expenses that are directly or indirectly related to the vehicle, its location or the use which has been made by the Tenant (fuel, repairs, fines and penalties, tires ...), the amount actually paid deposit will be refunded at end of lease, subject to collection period.

## **Terms of the advance payment or prepayment**

This Hertz Prepayment Confirmation is subject to the following terms and conditions:

- 1- Prepaid rates are strictly non-discountable and cannot be combined with any other promotional offer. The HERTZ Prepayment Confirmation is not transferable.
- 2- Rates exclude all applicable charges which are not expressly mentioned on the Hertz Prepayment Confirmation as included, and any optional additional services for which the customer may be liable. A valid major credit card must be presented to the Hertz rental counter at time of pick-up to cover any additional anticipated charges not covered by the prepayment amount. An authorization will be obtained at time of rental and only on return of the vehicle will the corresponding charges be posted to the credit card.
- 3- A non-waivable amount may apply if the vehicle is stolen or damaged, for whatever reason, even if Collision Damage Waiver, Theft Waiver and/or Loss and Damage Waiver has been purchased or are included in the rental charges.



## **MODIFICATION – CANCELLATION – NO-SHOW**

### **Modification :**

You can change your reservation by contacting the booking center by e-mail at [Reservation@gbhmaroc.ma](mailto:Reservation@gbhmaroc.ma) accompanied by your booking confirmation receipt.

Modification requests are subject to the following regulations:

- If your request for modification is made 48 hours before the day of the pick-up of the vehicle, you will be charged an amendment fee of 100 MAD / TTC.
- If your change request is sent less than 48 hours before the departure date of your rental, you will be charged an amendment fee of 150 MAD / TTC.
- Any changes made after the vehicle pick-up date must be handled by the delivery agency according to the availability and information that will be communicated to you on the spot.

In addition, no refund will be possible for any rental shorter than the duration provided in the reservation (early return), in case of delay in collecting the vehicle, in case of change of the category for another lower or in case of cancellation of One-Way fees.

Any integral delay of rental dates will result in a recalculation of the rent according to the rate in force on the site on the date of receipt of your e-mail.

### **Cancellation:**

All cancellations must be sent to the Central Booking by e-mail to the address [Reservation@gbhmaroc.ma](mailto:Reservation@gbhmaroc.ma), accompanied by the booking confirmation, and will take effect at the date and time of receipt recorded by our computer system.

#### Any cancellation request will be subject to the following conditions:

- If your cancellation request is made 48 hours before the rental start date, a processing fee of 240 MAD / TTC will be applied. The refund will be made on the credit card used during the original booking.
- If your cancellation request is sent in less than 48 hours before the rental start date, no refund will be due.
- No refund will be due for any cancellation request made after the date and time of pickup of the vehicle.

No refund will be due following the non-presentation of the customer on the day of the taking of the vehicle, lack of necessary documents or one of the conditions to be fulfilled by the driver : credit cards valid and with sufficient provision, driving license, proof of identity, age of the driver, seniority of the driving license.

### **No-Show:**

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



### **In the event of confiscation, theft or accident**

You are responsible of the rented vehicle.

In the event of measures by third parties, including attachment, confiscation or impounding of the Vehicle, you must immediately inform Hertz in writing up to 24H.

Otherwise, and if the landlord was challenged by an opposing insurance company, then you would be liable for file processing fee of 1200 MAD VAT.

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

### **OWNER'S LIMITATION OF LIABILITY**

Nothing in these terms and conditions shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of HERTZ.

You expressly acknowledge and agree that HERTZ, its officers, directors, employees shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if HERTZ has been advised of the possibility of such damages), resulting from the booking and prepayment.

### **Summary of the Optional Contractual Guarantees Offered by HERTZ**

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

#### **Guarantee damage and / or theft**

CDW (Collision / Damage Waiver):

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

NWC (Non-Waivable Charge):

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



#### P.A.I (PERSONAL ACCIDENT INSURANCE):

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

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

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

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

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

#### **CANCELLATION OF WARRANTY**

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

#### **CLAUSE OF JURISDICTION**

Jurisdiction is given to the courts of the place when the service is made, that means the place when the vehicle has been rented.

Any dispute that cannot lead to a mutual agreement will be redirected to the court of the car renter.

#### **DATA AND LIBERTY**

Informations collected are necessary to enable car rentals and other operations (reservations, billing...). All these informations will be stocked in a database and can be used by the car rental, other companies of the group, franchisee and partners. The renter can consult all the informations he is concerned by to check and modify them upon request sent to: STARC SA, 25 rue El Ouraïbi Jilali - CASABLANCA – MAROC