

YESCAPA WEBSITE AND SERVICE GENERAL TERMS AND CONDITIONS

Name of site:

yescapa.co.uk

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Definitions

“Comment”: Comments and/or assessment issued by a User concerning a Vehicle and/or another User issued at the end of a contractual relationship between Users.

“Service Fee”: Remuneration as perceived by the Website.

“Rental Agreement”: Contract in which an Owner makes a Vehicle available for a given time and Price. These conditions are laid down between the parties during said Rental period.

“Offer”: Offer expressed by the Owner of a Vehicle in order to make said Vehicle available for Rental to Travelers.

“Price”: The total amount of a Rental includes the Remuneration, the Website Service Fees and the services chosen by the Traveler.

“Profile”: Data voluntarily provided by the User during his registration on the Website and during the use of the Website.

“Owner”: Encompasses all the Owners of Vehicles who want to offer their Vehicles for Rental via the Website. The Owners concerned are those who occasionally engage in private Vehicle Rental which is not their main income, or those engage professionally in Vehicle renting that is their main income.

“Remuneration”: Amount of money payable by the Traveler to the Owner of a Vehicle for Rental of the Vehicle.

“Booking”: Action emanating from a Traveler to keep a Vehicle in order to use it during a certain date range previously agreed with the Owner.

“Company”: The YESCAPA Company.

“User”: Encompasses all of the Owners and the Travelers.

“Vehicle”: Recreational Motor Vehicle or Motorhomes or in the Light Vehicle or HGV class with insurance that conforms to the legal requirements for this purpose.

“Light Vehicle”: Any Vehicle whose maximum permissible laden weight is equal or less than 3.5 tonnes.

“Heavy Goods Vehicle (HGV)”: Any Vehicle whose maximum permissible laden weight is greater than 3.5 tonnes. This type of Vehicle requires a particular license. Each Owner and Traveler is required to ensure that the insurance for this type of Vehicle complies with the current regulation.

“Traveler”: Designates any person wishing to rent a Vehicle and be the principal driver.

Definitions

Security deposit: Sum deposited by the traveler to cover possible damage to the vehicle, the insurance excess rate and other breaches with respect to the rental agreement.

Excess rate: In the context of the insurance contract taken during the hire, the excess rate is the sum remaining payable by the insured (the Traveler) in the event of a claim. There is a separate excess rate to be for every incident of damage. The amount of this is indicated on the general conditions of [our insurance partners](#). Depending on what country the vehicle is registered in, the Yescapa website may be able to offer an additional product to reduce the excess rate payable in the event of an incident of damage. See [our insurance partners](#) for more information about this additional product.

The following definitions shall be understood in the same way whether they are singular or plural.

Article 1. Preamble

The website “www.yescapa.co.uk” (hereinafter, the “Website”) is edited in the form of a social network intended for Owners of leisure vehicles and motorhomes (hereinafter; the « Vehicles »).

The Website allows individuals (hereafter, the “Travelers”) who wish to rent this type of Vehicle to contact the Owners of Vehicles (hereafter, the “Owners”) available to privately or professionally rent out said Vehicles. Owners and Travelers are jointly named the “Users” of the website or of the service offered by the Website.

The Website:

- Allows the Owners to offer their Vehicle for rent against payment. The Users can determine freely the Contract regarding the renting of the Vehicles. Moreover, the Users can freely determine the layout and the content of said Contract.
- Provides a service that enables Users to communicate and share information and advice.

To this end, a dedicated space is made available within the Website.

The purpose of these General Terms and Conditions is to set the conditions of use of the Website, the relations between the Website and its Users, and the organization of the relations between the users in the frame of the Website solely.

Article 2. Scope of Application

The usage of the YESCAPA Website implies acceptance, without any restriction, by any User of the present General Terms and Conditions. Prior to the completion of their registration on the Website, the Users shall validate by clicking on “I accept” to testify their commitment to respect said General Terms and Conditions.

The use or participation in the YESCAPA service is exercised on the condition of acceptance, without exception or reservation, by the Users of the General Terms and Conditions accessible on the YESCAPA Website.

These General Terms and Conditions apply to any use of the YESCAPA service for the Rental of Vehicles registered in the UNITED KINGDOM. The Users understand and agree to, without qualification or exception, these general terms of service written in French, which have been translated into English.

These General Terms and Conditions regulate the whole of the relationships between the Users using the YESCAPA service.

The registration of a User previously requires the creation of a Profile.

Every user declares that they have the legal capacity allowing them to use the Website and accept the General Terms and Conditions of the Website.

Article 3. Modifications to the Website and Service General Terms and Conditions

These General Terms and Conditions can be modified by YESCAPA when necessary. The users will be informed of any changes to these General Terms and Conditions by way of a notice on the Website.

Article 4. Usage of the YESCAPA Service

4.1. Usage of the Website

i/. **The YESCAPA Idea:** The Website offers a matchmaking service between Users through which the Owner make a Vehicle available for Rental. The Traveler can accept said offers on the Website and use said Vehicle for Rental during a date range agreed with the Owner.

The Website acts as a qualified intermediate between the Users on certain aspects of their relationship, mainly matchmaking them, their negotiation, and the validation of the documents necessary to hire the Vehicles.

YESCAPA cannot be liable of any negligence and/or fault provoked, or following a dispute, culprit or not, during the use of the YESCAPA Website or service, between Owners and Travelers, or during a Rental Agreement between the Users.

In the event of a conflict between users, and without extending its liability or responsibility, YESCAPA endeavors to offer within the limit of its resources, any useful solution allowing the resolution of this conflict or offering the User an alternative.

By accepting the Terms and Conditions, the Travellers and Owners, agree to use the site in good faith. Users can not divert the use of the site and use YESCAPA as a means of communication for the purpose of renting outside The Website. Any breach of this principle will be considered as a violation of the Terms and

Conditions if initiated. by an owner. YESCAPA thus reserves the right to pursue any user who does not respect these conditions.

The Roles carried out by the YESCAPA Company as part of the Website service **are exclusive of a Rental service** of Vehicles; They can be defined on a restrictive basis as such:

- 1: Managing Users' registrations on the Website;
- 2: Connecting Users;
- 3: The supply of "comprehensive" insurance for motorized land vehicles and the eventual supply of a technical support for the benefit of the Traveler and the Owner when they make their Vehicle available;
- 4: The promotion of the relationship, exchanges, and the Vehicle Rental transactions between Users;
- 5: The incitement of facilitation and quality of relationships between Users;
- 6: The achievement of the payment between the members when it is performed via the service provided by the LEETCHI SA Company, its electronic money issuer.

ii/. **Secure Payments:** The transactions are secured by the MANGOPAY SA Company, with 2,000,000 Euros of capital, whose registered offices are located at 59 Boulevard Royal, L-2449 LUXEMBOURG, registered in LUXEMBOURG under the number B173459, allowed to operate in FRANCE, approved by the Commission de Surveillance du Secteur Financier, 110 Route d'Arlon L-1150 LUXEMBOURG: <http://www.cssf.lu/General Terms and Conditions of the Mangopay Solution>

YESCAPA's liability may not be invoked in the event of direct payments between the Owners and the Travelers. The Website only guarantees the security of electronic payments through our LEETCHI partner.

The YESCAPA Website is accessible via the Internet, freely, unconditionally without exception anywhere by every User with access to the Internet. All costs incurred by the User to access the service (computer hardware, software, Internet connection, etc.) remain their own responsibility. A casual User without a "User" Profile created following regular registration on the Website cannot access the services reserved for the regularly registered Users.

The Website commits to using every means at its disposal to ensure quality access to its services. The obligation concerns the means, the Website cannot commit to achieving any outcome. YESCAPA shall bear no liability for any network or server failure due to force majeure. The access to the services on the Website can be subject to, at any moment, interruptions, suspensions, changes without notice, for maintenance or for any other case.

Article 4.1. iii Methods of payments

The Traveler agrees to pay the entire rental through the Website, according to the different payment methods offered by Yescapa.

Payment in 2 installments (free of charge)

The Payment in two installments is offered for bookings that are more than 45 days before the departure date. The first amount is paid by credit card through the Website. The second payment is taken via direct debit on the same credit card used to pay the first amount.

In the case of Payment in two installments, the Traveler agrees to pay the remaining balance within the time set by the site.

Yescapa can not be held liable for failure to collect this balance.

Payment in 4 installments with (Banque Casino)- FRENCH CLIENTS ONLY

The Traveler has a withdrawal period of 14 days on the Payment on credit for the hire.

The cancellation of the payment on credit is possible within 14 days, the Traveler must then pay the entire rental within the time established by the site.

This withdrawal period relates exclusively to the means of payment in 4 times with our partner Banque Casino, it does not question in any way the validity of the Booking, nor the commitment of the Traveler to pay all of it.

Bank transfer

In the case of a payment by bank transfer, the Traveler undertakes to confirm the reservation to pay any amount due for the concerned Booking.

The Payment by Wire Transfer option is only possible up to 15 (FIFTEEN) days before the departure of the rental.

The Traveler has a period of 10 (TEN) days to make the Transfer from the moment he chooses the option payment by transfer. Otherwise the reservation will be automatically canceled.

The payment by transfer can not be combined with the option Payment in two installments, and it must cover the remaining amount due for the concerned Booking.

4.2. User Accounts

i/. **Profile:** Each user wishing to register on the Website must create a "User" profile. Creation of such a Profile requires the sending of personal data concerning the User. The Website cannot be liable if the information sent by each User is incorrect, obsolete or incomplete.

Every User has at their disposal a unique username and a password giving them access which allows them to log in directly to their Profile. The User commits to saving these elements, keeping them confidential and never communicating them. The User ensures that they will solely create one unique User "Profile".

The User asserts and ensures that the information and data submitted are valid and current. They are responsible for modifying them if the latter changes or is subject to modification. The information required upon registration on the Website is necessary and obligatory for creating a User account. In particular, the email address of the User can be used by the Website for administration, management, and organization of the service.

The Website ensures that User information of a personal nature will be collected and handled in accordance with **Law number 78-17 of 6 January 1978** on computers, files and liberties. The Website is declared with the CNIL under the number **1931314v0**.

Under articles 39 and 40 of the Law of 6 January 1978, the User has several rights of access, correction, modification and deletion of their data.

ii/. **Website Organization:** The Website is constituted by a public area and a private area that are accessible under certain conditions and/or restrictions:

The public area allows direct access to the Website, and to use the Website as an unidentified User, to benefit from some services and features provided by the Website, mainly those concerning the offer of the Rental of Vehicles.

The private area is accessible following identification and registration by the User. Said identification requires the prior creation and registration of a Profile. The private area allows mainly the publication of Vehicle Rental advertisements, the modification of the information communicated, Booking rentals, reviewing rentals, and some features allowing the management of the rental of Vehicles.

iii/. Content: The Website does not guarantee the accuracy of the information and content provided by the Owners concerning the Vehicles offered. The Website has the right to accept or deny any Offer by the Owners. The Website cannot be liable for any infringement related third party or User rights, inaccuracy or mistake concerning the offers published online by the Owners. The same applies to the reviews, comments or any Comment published by any User.

Each Owner is obliged to provide an exact, objective and updated description identical to the condition, maintenance and reality of the Vehicle.

If they wish, the Users can publish and make certain content available on the Website, mainly advice and stories. Each User has the right to enjoy this content only if they do not contravene good faith and/or public order, or even the reputation of a person. Said contents also cannot include elements that are illegal or likely to harm any rights.

iv/. Assessments: The User commits to fill out a review form related to the persons with whom they have been in contractual relationship as part of one or several services provided by the Website at the end of said contractual relationship.

The Website publishes said evaluation form and makes it public on the Profile of said reviewed User in a section named “Reviews”. The User completing said evaluation ensures that they will never indicate information likely to defame the honor or reputation of the User reviewed.

The user commits alone to their liability related to said contents and/or evaluations. Moreover, said User alone has to handle the eventual consequences. The user beforehand expressly authorizes the Website to publish said contents and said evaluations on the Website. Said authorization concerns the publications on all type of platforms, anywhere, at any time and across the whole world.

The Website is authorized to use and/or exploit said contents and said assessments for commercial purpose or to assist Website partners.

The Website has no scrutiny right for the content or evaluations. Nonetheless, the Website advises the Users to signal any content or evaluations likely to contravene the public order or morale, or the honor and reputation of any person, as well as the contents or evaluations containing elements likely to be considered as illegal, illicit or harming the property rights of a third person.

In the case of a breach of this obligation of good conduct, the Website commits to promptly delete said content and Comments. Any element likely to violate someone's rights in such a way permits the Website to ban the User and/or suppress a “User” Profile, upon the evaluation of these conditions by the Administrators of the Website. The banned User and/or whose Profile has been shut down is informed by the sending of an electronic mail to the address they indicated at the time of registration on the Website.

4.3. Relations between Users

i/. **Contractual Principle:** The Users alone are liable for the consultation and appraisal of the quality of offers, when they make a Vehicle available for hire, and when they accept a request from a Traveler. The Owner and the Traveler shall conclude a Rental Agreement prior to the Rental of the Vehicle made available by said Owner. The Users are bound to respect the obligations on a contractual basis.

ii/. **Offering a Rental Agreement:** The Website provides the Users with a predefined Vehicle Rental Agreement template. Said Users are free to use said Rental Agreement template, modify it, adapt it, or to use any other document of their choice.

The principle of privity of Contracts forbids the Users from finalizing a Contract involving a non-signatory third party. The Traveler and the Owner commit by signing a Contract to fulfill the obligations set out. They commit their sole responsibility from this Contract and cannot impose any obligation on the part of YESCAPA.

iii/. **Choosing another Contract:** The Website cannot be liable of the use of any other contractual document, whatever it is, permitting the rental of a Vehicle. If any other contractual document or Contract is employed by the Users, the Owner commits to describe their Vehicle, and its features, in the descriptive advertisement.

They also commit to fixing and formalizing a set Price, as well as a precise and unequivocal Rental period. The Owner commits to solely provide roadworthy Vehicles in perfect working condition. If the Vehicle is an HGV, The Owner commits to clearly indicating this to the Website in the description in the advertisement.

The Owner commits to provide an updated description of the Vehicle, matching its features and to not mislead the traveler about the characteristics of the rented Vehicle. The Website cannot be liable in case of false or erroneous description of the Vehicle.

iv/. **Disputes between Users:** In the event of a dispute in accordance with the usage of the service, the Users commit to submit their dispute to the mediation provided for this purpose by YESCAPA. The Website commits to offer a helpful mediation solution as quickly as possible in the event of a dispute between the Users.

This mediation will be offered impartially, taking the information supplied by each the parties to the conflict into account. The implementation of this mediation will be on the condition that the Owners and Travelers in dispute provide a completed and signed Rental Agreement. **The result of the mediation depends on the good will to this effect of the Users; It will, by nature, have no obligations for YESCAPA.** If the parties do not resolve their dispute using the mediation offered by YESCAPA, alternatively they are entitled to enter their Advice in order to reach an agreement, or to submit their dispute to the competent authorities.

4.4 Vehicle Rental Terms

i/. **Registration of Travelers:** Following their registration, the Travelers must enter their personal information on their Yescapa account corresponding to their civil status and their contact details. Before any rental, they must digitize and pass on the following documents at least **48 (FORTY-EIGHT) working hours** before any Rental:

- Current and valid **Identity Card, Passport;**
- Current and valid **Driver's License;**
- Dated **Proof of Address** from the last **3 (THREE) months** (rent receipts, electricity or gas bills.)

YESCAPA supervises without obligation the registration of Travelers and reserves the right to remove a Traveler registered on the Website if the elements or documents provided are inconsistent or erroneous.

The Travelers agree that the documents provided can be given to the insurance Company solicited for a Rental, as well as the electronic payment partner LEETCHI.

ii/. Driving Rented Vehicles: The Traveler commits to guaranteeing the careful and normal usage of the vehicle. They commit to respecting the Highway Code (Code de la Route) and the Vehicle owner's manual provided by the Manufacturer, as well as the recommendations of the Owner.

iii/. Registration of Owners and their Vehicle: Following their registration on The Website, the Owners agree to complete their ad by filling in the details of their vehicle and their preferred tariffs. These elements must be provided by the Website and must be completed pursuant to the General Terms and Conditions, in an accurate and objective way.

The Website cannot be liable of any mistake, omission, inaccuracy, voluntary or not, issued by the Owner concerning the description and the evaluation of the Vehicle. The Owner must indicate in the detailed description of his advertisement, the exact number of seats noted on the vehicle registration certificate. Otherwise, an error in this information may force a booking to be cancelled and result in the full refund of the of the reservation for the Traveler.

They must include the following vehicle characteristics on the Dashboard, under pain of lapsed coverage:

- **Vehicle Weight (PTAC);**
- **Registration;**
- **Vehicle Value as New.**

They will complete the descriptive elements of the Vehicle, proceeding to the valorization of the Rental offer by means of specific information or photographs.

Under pain of cancellation of the Rental, the Owners must digitize and transmit all documents relating to the Vehicle offered for Rental at least **48 (FORTYEIGHT) working hours** before any Rental, including:

- **Vehicle Registration Document** (current and valid);
- **Insurance Certificate** (current, valid, and fully paid-up);
- **Up-to-date Roadworthiness Inspection** (not requiring a follow-up inspection)

The submission of documents establishing their civil status (**Identity Card, Passport**) and their **Driver's License** is also required. **The Owners agree that the documents provided can be given to the insurance Company solicited for a Rental, as well as the electronic payment partner LEETCHI.**

The Owner also commits to providing an RIB corresponding to the bank account into which the Remuneration is to be paid.

The insurance guarantee will enter into effect on the condition that the items required are provided.

The documents provided and the Owner's declarations will be inspected by YESCAPA for support and without obligation of result. This inspection covers the items establishing the weight of the Vehicle, its registration, and its value as new. It will focus on authentication of the Owner and that the Vehicle is suitable for Rental. The check will be undertaken solely once the Vehicle is registered on the Website, while **the**

Travelers cannot oppose YESCAPA or demand a later verification check. The Owner commits to keeping the documents required up to date. YESCAPA cannot ensure a permanent supervision of these items and their updating remains the exclusive responsibility of the Owners.

No Vehicle can be offered for Rental prior to the completion of this verification. YESCAPA reserves the right to remove a Rental Vehicle registered on the Website if the elements or documents provided are inconsistent or erroneous. Data entry errors bring about lapsed coverage and remain the sole responsibility of the Owners.

iv/. Conditions Applicable to the Owners: the Owner must guarantee:

- full and entire ownership of the Vehicle;
- or that they are otherwise the keeper of the Vehicle, having all the necessary authorizations and proofs allowing them make the Vehicle available for Rental. The Owner shall provide said proofs to the Traveler, written and signed authorizations by the Owner of the Vehicle.
- that they commit not to make Vehicles banned or forbidden by the law available for Rental;
- that they agree to only make Vehicle(s) in perfect working condition available for Rental;
- that the documents and information provided are genuine and sincere.

v/. Conditions Applicable to “Professional Owners”:

If an Owner wishes to be registered as a “Professional User” on the Website a contract between this professional and YESCAPA must be completed. Without this completed contract the Owners ad cannot be published and the Owner cannot complete rentals through the Website.

The Professional Owner is subject to the general conditions of YESCAPA. If the professional owner is providing their own insurance, they are obliged to transmit the conditions of their policy to the traveler. As a result, the Professional Owner's General Conditions of Insurance apply for each hire, as well as its own claims process in the event of a claim..

In case of breach of these commitments the Professional Owner may be immediately excluded from the Site with cancellation of bookings registered for the future.

4.5 Payment and Booking Terms

i/. The Remuneration payable to the Owner using the YESCAPA service: The Remuneration is payable by the MANGOPAY payment method by the Traveler to the Owner from the day of the confirmation and the acceptance by the Owner of the Rental.

It is independently determined by the Owner. YESCAPA can in no way intervene with the Users in order to organize or determine the Remuneration of the Owner.

The Remuneration varies in terms of the season, duration of the Rental, and rate per distance chosen. It can be determined by taking into account the criteria laid down at the following web address: <https://www.yescapa.co.uk/help/my-ads-owner-owner-owner/how-do-i-set-my-rental-rates/>

Said Remuneration is due starting the day and time of the beginning of the Rental and includes the day and time of the return of the Vehicle by the Traveler to the Owner. It can be increased by the cost of insurance,

motor-home assistance, options chosen by the User, and the YESCAPA Company Service Fees. **The signing of the Rental Agreement by the Traveler implies acceptance of the Service Fees, the Remuneration, surcharges that have been subscribed to by the Travelers.**

In the event the Traveler has paid the Rental price via an online payment on the Website, the Owner will receive the Remuneration by bank transfer via the MANGOPAY solution provided by our partner LEETCHI. This transfer will be made the day after the 1st business day of the Rental.

The Traveler is authorized to rent the Vehicle only after confirmation, via online payment, of the Rental Price. The Owner is entitled to refuse to rent out their Vehicle to the Traveler if the latter cannot prove the online payment of the amount due for the Rental.

The parties fix freely and by mutual agreement the duration of the lease. Unless otherwise agreed in writing between the parties, the rental takes effect at 9:00 am on the first day of rental and ends at 20:00 pm on the last day of rental.

The Yescapa site offers the possibility to start or finish a half-day rental. In this case, unless written agreement between the two parties, the rental takes effect at 14:00 pm and ends at 12:00 pm (noon).

If no agreement can intervene at this point, the Rental shall be canceled and the Remuneration for the Owner shall be fully repaid to the Traveler.

ii/. Particular Case of Remuneration payable to the Owner using the YESCAPA service in a professional capacity:

The Professional Owner's Compensation is set according to its tariff schedule and the contract signed between the Owner and YESCAPA.

The optional extras proposed by the Professional Owner will be paid by the Traveler through the Website.

The Owner will receive the Payment of the rent by bank transfer using the MANGOPAY solution offered by our partner LEETCHI. The funds will be transferred the day after the first working day of the rental and made and is made as a promptly as is permitted on a technical level.

The options offered in a particular way by the Professional Owner shall therefore be paid by the Traveler once they have been previously validated by the Traveler. **The General Terms and Conditions of the Professional Owner apply from the payment of the Remuneration by the Traveler until the return of the vehicle to the Professional Owner.**

The price, including the Service Fees, offered on the Website by the Professional Owner, should not be greater than that offered elsewhere, including on their own website. **In the event the Professional Owner breaks this commitment, they can be immediately banned from the Website and their future bookings will be canceled.**

The Owner will receive their Remuneration for the Rental by bank transfer via the MANGOPAY solution provided by our partner LEETCHI. This transfer will be made within the shortest time limit technically permitted.

iii/. **Service Fees for Services Provided by YESCAPA:** The Service Fees are paid by the Traveler. The use of the YESCAPA Service implies acceptance without exception or reservation by the Traveler of the amount of fixed fees in the General Terms and Conditions.

The Service Fee amount is charged to the Price agreed between the parties. This varies according to the duration of the Rental, the rental remuneration of the Owners, whether the Owner is a Private Owner or a Professional Owner, and insurance claims on the Vehicle. The Service Fee details can be found at the following web address:

<https://www.yescapa.co.uk/help/first-steps-guest-guest-1/which-services-are-chargeable/>

iv/. **Publishing a Vehicle Advertisement:** The Owner can put on line his rented vehicle by means of the Yescapa site. This advertisement must respect the requirements of Articles 4.2 and 4.3. Publishing an advertisements is free.

If the Vehicle in question does not satisfy the conditions required by Articles 4.2 and 4.3, the Website Administrators are authorized to disable the advertisement for said Vehicle, including, but not limited to, in the case of the following:

- following one or several Travelers reporting their dissatisfaction about said Vehicle or the Owner's behavior;
- in the event of non-compliance by the Owners with the updated General Terms and Conditions;
- if the Owner contravenes the necessary cohesion of the User community.

v/. **Security Deposit:**

The deposit is intended to cover any damage caused to the Vehicle during the rental.

The deposit can be used to cover the cost of repairing the vehicle in the event of a loss or damage. It can also be used to cover the insurance excess rate in the event of an incident of damage.

The security deposit is also intended to cover the mileage overruns and any amount due to the Owner by the Traveler due to the rental in accordance with the terms of the rental agreement.

The management of the Deposit is subject to the signature by both parties (lessee and owner) of the rental agreement and the inventory of fixtures at the departure and the return of the Rental.

This management can be done directly by the owner or by the YESCAPA site. The mode of management is indicated to the traveler beforehand on the announcement of the owner.

- **Management of the deposit by YESCAPA**

The Owner has the possibility to mandate YESCAPA to manage the Security Deposit under the Rental of his vehicle.

By confirming a Rental, the Traveler then agrees to pay a Security Deposit, the amount of which is set by the Owner and must be indicated in advance on his advertisement.

This deposit can be made by bank imprint or payment via the site. The maximum amount recoverable by Yescapa can not be greater than €2000,00 (TWO THOUSAND EURO) nor to the amount previously fixed by the Owner on the advertisement.

If the amount owed to the Owner is more than €2000,00 (**TWO THOUSAND EUROS**), it will be the responsibility of the Owner to take steps to recover the difference of sums beyond €2000,00 (**TWO THOUSAND EUROS**).

Any withdrawal of a sum for the management of the deposit will be made after treatment of the file by Yescapa and must be justified. Yescapa will be able to request, as such, all documents justifying the incident from both parties. The Traveler will be informed of the details of the sums that will be charged via a direct debit.

If it is technically impossible to collect the amount due from the account associated with the booking, Yescapa will start a debt recovery procedure against the Traveler.

- **Management of the deposit by the Owner**

The Security Deposit shall be in the form of a means of payment cashable in the country of registration of the vehicle.

If the payment of a deposit is agreed between the Users, the Traveler makes a irrevocable commitment to pay the amount of the deposit, at the first request of the Owner, and waives any objection or exception from the rental agreement.

In the event that the Traveler wishes to recover the amount of the Deposit, said Traveler must, after the said payment, contact the Owner.

In the event of a claim, the amount of the Deposit may, after consultation with YESCAPA, be used by the Owner to cover the cost of the Insurance excess rate.

In the event of a dispute as part of the management of the Security Deposit and in the absence of an amicable agreement between the Traveler and the Owner, YESCAPA offers a mediation service. This costs €50,00 (**FIFTY EUROS**) for the Traveler if they wish to pursue this option.

In the case of a Rental with a Professional Owner, the management of the Deposit is governed by the Professional Owners own Terms and Conditions which they are obliged to transmit to the renter.

vi/. **General Rules of Booking**: Every booking request must be made at least **48 (FORTY-EIGHT) working hours** before collection of the Vehicle for the Rental by the Traveler.

Each User has to carefully study every Rental Request of an available Vehicle with precision by considering their availability, the models and categories of available Vehicles, the general condition of said vehicles and the localization of the Owner.

When a potential Traveler selects a vehicle that suits their needs, they can send a Booking request for said Vehicle responding to said advertisement where they must mention the dates during which they wish to travel with said Vehicle. **Sending a request implies acceptance, without exception or reservation, of these General Terms and Conditions.**

By sending an electronic message via email or SMS, or by the communication methods available, the Owner is informed of the Booking request for their Vehicle for said date range. They then confirm whether they wish to put at disposal his Vehicle for said dates. The Owner is obliged to respond within a maximum of **24 (TWENTY- hours, under pain of cancellation of the Booking request**, for reservations transmitted to them by accepting or rejecting them.

In the event the Owner accepts, by sending an email or an SMS, the Website informs the Traveler of the acceptance. The Traveler must pay the Website, via an online MANGOPAY payment referred to in these present, the Rental amount in order to confirm their intention of reserving said Vehicle for the dates chosen. **The Traveler is then obliged to subscribe to a "Comprehensive" insurance for the Vehicle concerned.**

Once the Price is paid and confirmed by registration on the bank account of the YESCAPA Company, the Website sends the Owner and the Traveler a summary of the different elements related to the booking of the Vehicle concerned.

In case of refusal of the booking by the Owner, the Website informs the Traveler as soon as possible and can suggest similar advertisements depending on the available offers. Any refusal of a Booking does not commit the liability of the Website.

The Website cannot be liable in case of booking cancellation whether due to the Owner or the Traveler. The Website does not ensure the accuracy of the date range of the booking chosen by the Traveler who wishes to rent a Vehicle.

vii/. Rental Extension: The Users have the possibility of extending the duration of their paid Rental by demanding a rental extension of one day. This request must be made at least **72 (SEVENTY-TWO) hours** before taking the Vehicle, obligatorily by their Yescapa profile.

Any Rental extension must be carried out in accordance with the conditions initially agreed upon, notably the Remuneration, surcharges, options, and Service Fees, without any week discount rates proposed by the Owner.

Calculating the extension amount is done autonomously, and only the Owner can agree to the request made by the Traveler. In the event that the Owner and the Traveler agree that the Traveler shall not be charged the Service Fees and insurance, the request must be made directly on the Website via the users Yescapa profile.

The absence of Remuneration for the Owner during this extension period does not remove the Traveler's necessity to pay the entirety of the Website Service Fees.

viii/. Owner/Traveler Networking – MRP For all matchmaking external to the Website, YESCAPA can offer a commercial **reduction of 33% (THIRTY-THREE PERCENT)** on its Service Fees, without the Service Fees being less than **€30.00 (THIRTY EUROS)**, if the Owner completes the Rental on the Website. The reduction of the Service Fees will be carried out via a promotional code send to the Private Owner.

There cannot be any modification of the Remuneration of the Owner for Owner/Traveler Networking. The rate demanded by the Owner must be at least equal to the rate utilized 24 hours before the connection request.

The Website is authorized to refuse any connection that it believes was not completed outside the Website.

4.6 Cancellation of a Booking by the Traveler

If the Traveler wishes to cancel or modify his Booking, they must immediately inform the Website via their Yescapa profile.

i/. **Modifying a Booking:** Any modification to the Booking requested by a Traveler is subject to the approval of the Owner and of YESCAPA in terms of the modification of the Service Fee amount.

ii/. **Cancellation:** A refund of the Service Fees may be possible. The amount of this reimbursement varies according to the notice period from the date of communication of the cancellation of a reservation and can also vary if the user has subscribed to cancellation insurance.

If the cancellation by the Renter communicated to Yescapa within a period of:

- **30 (THIRTY) days or more** before the date of departure of the Booking.

No Refund is possible.

Deduction of **100% (ONE HUNDRED PERCENT)** of the Remuneration, the cost of the insurance, and the Service Fees. The available compensation payable to the Owner will be immediately paid to them.

Without any obligation on the part of YESCAPA to exercise this ability, a complete refund of the Service Fees is possible when a compelling reason **after the Booking** affects the Traveler, their spouse, civil partner (see cohabitation contract or PACS) or one of their minor or dependent children.

In order to benefit from a full refund in case of cancellation before departure, Yescapa offers users a cancellation insurance solution.

To benefit from the cancellation insurance, the traveler must take out this insurance at the time of the confirmation of the reservation and must accept the general conditions of sale of this one. These General Conditions are available at **this address:** <https://www.yescapa.co.uk/cancelation-insurance-cgu/> and are communicated to the Traveler at the subscription of the cancellation insurance and the confirmation of the reservation.

In order to assess the serious nature, the reason must be included in the following list:

- **Serious illness that immobilizes the person;**
- **Accident immobilizing and preventing travels by yourself;**
- **Death;**

In order to also assess the serious and legitimate nature, this reason must be communicated and justified to YESCAPA by any means at least **48 (FORTY-EIGHT) working hours** before the beginning of the Rental.

The following reasons will not be eligible with regards to the possibility of a full refund of the Service Fees:

- **A delay affecting the handover of the Vehicle by the Owner to the Traveler;**
- **The unilateral modification by the Owner of the Rental duration contractually agreed between the parties;**
- **The modification, more generally, by the Owner of any conditions of the contractual Rental Agreement made.**

In the event of breakdown of the vehicle and of operational difficulties preventing the hire from continuing and caused by the immobilization of the vehicle for a duration greater than 24 (**TWENTY FOUR**) hours, Yescapa will refund the service charges in proportion to the days not consumed.

It is possible to modify the dates of departure and return of the Rental in agreement with YESCAPA and the Owner. These modified dates must be within 12 (TWELVE) months from the initial date of the departure of the hire. The cancellation and refund conditions will then be determined in relation to the date of the first request to modify the initial reservation.

iii/. Refund Period: In the cases provided by Yescapa, if the partial or full refund of the Service Fees is justified, YESCAPA commits to the process this refund within a period of **14 (FOURTEEN) days** from the receipt of the cancellation request.

iv/. Exclusive Responsibility of the Traveler: The event of cancellation by the renter remains exclusively their responsibility. The YESCAPA Service only puts Owners and Travelers in contact, and does not guarantee the commitments of potential renters, while the cancellation of a Rental by these cannot incur YESCAPA's liability.

4.7 Cancellation of a Booking by the Owner

i/. Period to obtain a direct Refund: In the event of cancellation by the Owner, YESCAPA commits to offer an alternative within the limit of the vehicles available without regard to the criteria of the initial selection. Failing that, YESCAPA commits to guarantee **the refund of the amounts paid by the Traveler** (including: Remuneration, insurance cost, and Service Fee) on condition of express written confirmation by the Traveler of this cancellation **on the first day of the Rental at 17:00 (FIVE O'CLOCK PM) at the latest.**

If the Remuneration has been paid to the Owner in spite of the cancellation carried out by the latter, they will be therefore required to refund the full Remuneration. Otherwise, the site Yescapa reserves the right to retain on the next remuneration of the owner, the amounts due to the traveler

ii/. Impossibility of a direct Refund After this time, the Remuneration of the Owner will be transferred to them and it then cannot be refunded to the Traveler. The insurance paid to the Insurance Partner cannot be refunded either.

In this case, YESCAPA can only refund the Service Fees and the Traveler must directly contact the Owner in order to receive a refund of the Remuneration.

iii/. Events likely to prevent Rental:

In the case of an occurrence of an event likely to prevent the Rental of the Vehicle booked, this impediment must immediately be reported to YESCAPA by the Owner of said Vehicle.

Said report shall be transmitted by the Owner via email to the email address: "contact@yescapa.co.uk" **24 (TWENTY-FOUR) hours** at the latest before the departure date of Vehicle Rental.

If the payment of the Remuneration has been made to the Owner, the latter commits to fully refund this amount to the Traveler.

In the event of cancellation, the Owner commits to pay compensation of **€150.00 (ONE HUNDRED AND FIFTY EUROS)** to YESCAPA for damages to the Website notably due to the loss of confidence caused in regard to the Users or the grievance caused in terms of the Website community relations. This sum will be withdrawn from the Remuneration owed to the culpable Owner for their next Rental.

The only cases in which the Owner is not subject to pay the aforementioned compensation following a cancellation of a Booking are the following:

- Breakdown or immobilizing accident of the rented Vehicle;
- Serious illness or accident that causes immobilization or the inability to meet the Traveler;
- Death.

YESCAPA's assessment of the legitimacy of the cancellation will take place after the submission of the supporting documents of the aforesaid cases.

Any cancellation by the Owner is their own responsibility and the Traveler waives the right to seek any compensation from YESCAPA or hold YESCAPA liable in any way. The Traveler is entitled to seek compensation for damages directly from the Owner.

iv/ . Instant Bookings

By choosing the option "Instant Booking" on an ad, the Owner agrees to rent their vehicle whenever a rental request is confirmed by a Traveler.

The owner commits to keeping their calendar up to date.

The Owner may cancel a confirmed instant reservation within 24 (TWENTY FOUR) hours, only in the event that the rental request does not match the rental conditions listed on his / her listing. If the the Owner refuses a rental request for reasons not listed in their rental conditions they will be be debited €150 (**HUNDRED FIFTY EUROS**) from their next booking for an unjustified cancellation.

4.8 Connecting other Users in the Event of Rental Cancellation

i/. **Principle of the YESCAPA Mission:** It should be recalled that the YESCAPA Company does not provide a Vehicle Rental service. It only enables the **Owners to Vehicles and Travelers to contact one another** in order to permit the eventual Rental of these Vehicles.

ii/. **Limit of the YESCAPA Mission:** It is agreed that the Users of the YESCAPA Service cannot reasonably impose any performance obligation in terms of the security of the Rentals proposed by the User. It is in fact the responsibility of each User of the YESCAPA Service to respect the commitments made to the other Users.

If a rental is canceled by a user, it is only in terms of its mission to generate and maintain a community of Users capable of nurturing trustful relationships that YESCAPA endeavors to encourage, without guaranteeing a result, matchmaking between Users likely to confirm another Rental solution.

4.9 Insurance

i/. **Purchasing Insurance:** It is the responsibility of each Traveler to insure the rented Vehicle. The insurance chosen by the Traveler is subject to the agreement of the Owner.

The supply of "comprehensive" insurance for Motorized Land Vehicles and the eventual supply of a technical support for the benefit of the Traveler and the Owner is offered to the Users.

In order to be authorized to carry out a Booking for the Rental of a Vehicle, the Traveler must agree to the General Insurance Conditions for this purpose. The General Insurance Conditions are available directly on the YESCAPA Website or at the following address: <https://www.yescapa.co.uk/all-the-insurances/>

Any Traveler not satisfying these conditions assumes sole responsibility in regards to the Website, the Owner, or third parties.

ii/. **Lapse in Coverage**: Falsifications or errors in the data entered by the Users can lead to a lapse in coverage.

The Users cannot in this case hold YESCAPA liable.

Equally, the failure of the Owner to provide the Vehicle's PTAC, its registration or its value as new may result in a lapse in coverage on the part of the Insurer.

iii/. **Cancellation of a Booking**: In the event of the cancellation of a Rental by an Owner or a Traveler after purchasing the aforementioned insurance offered by the Website, the Vehicle insurance payments made can be refunded upon the presentation of supporting documents for the cancellation.

The conditions for insurance refunds will be identical to those required for Service Fee refunds.

iv/. **Insurance Claim**: In the event of damages during the Rental, the processing by our Insurance Partner requires that the documents to be provided by the Owner be submitted to YESCAPA and validated by its team at least **48 (FORTY-EIGHT) working hours** before renting the Vehicle.

Also in the event of the damages, the supplementary documents required by the Insurer must be provided within **5 (FIVE) working days of the damages.**

All damages for which the Traveler is responsible or no third party has been identified will be subject to payment of a deductible if the damage is greater than the amount of the deductible required by the insurance. The Traveler commits, without exception or reservation, to settle damages by making a claim. This can lead to several insurance deductibles for a single Rental period.

The Traveler expressly authorizes YESCAPA to withdraw from their bank account the amount of the deductible set by the contracted insurance during the Rental period.

In the event that the Traveler refuses to sign the inventory of fixtures or has not provided the documents necessary for the intervention of the insurance in the event of damages caused to the rented Vehicle in the aforementioned 5 days after the occurrence of the damages, an amount equivalent to that of the insurance claim can be withdrawn and used to repay these damages with a direct payment to the Owner.

v/. **Owner's Obligations**: In the event of damages caused to the vehicle during the rental, in order to deal with the claim, our Insurance Partner demands that **the documents and information outlined in Article 4.4 – iii/**. be submitted to YESCAPA within a time period at least **48 (FORTY-EIGHT) hours** before the start date of the Rental.

Subject to proper communication of the documents and information referred to in Article 4.4 – iii/, they must be up to date and currently valid.

At the risk of a lapse in coverage, the roadworthiness inspection of the Vehicle must not require a follow-up inspection or even a fault to be fixed without a follow-up inspection, implied in the damages.

Article 5. Intellectual Property Rights

The whole elements on the Website is the entire and sole property of the YESCAPA Company or partners of the Company. Any copy, reproduction, use, distribution, displaying or exploitation total or partial of any element on the Website by any means is strictly forbidden unless owning a prior authorization from the Website or the Company.

The Company YESCAPA also has full, exclusive ownership of photos and images added to the site by our users. The site thus reserves the right to freely use this material.

All the content, information, files and/or software put at disposal, provided or reproduced on the Website are protected by French and international applicable laws.

The YESCAPA Company cannot be liable in case of violation of the rights of third persons related to any activity or any use not in accordance with the Website made by the User.

Article 6. Personal Data and Cookies

The personal data collected on and by the Website are automatically subject to a declaration to the "Commission Nationale Informatique et Libertés (CNIL)". Under the law "informatique et libertés" from 6 January 1978, the User has several rights of access, correction, modification and deletion of their data. Such rights can be exerted on the Website by email at the following address: "contact@yescapa.co.uk".

The Website functions with the help of "cookies". These are solely intended to facilitate access and to improve the browsing for the User on the Website. Said cookies allow to customize all the services provided by the Website. The cookies are composed of modules and files stored on the computer terminal of the User. The User can deactivate the cookies on their Internet browser. However, in order to improve, to facilitate and to maximize the navigation on the Website, it is advised that the User configure the computer and navigation software in order to authorize the use of cookies. **The messages exchanged between Users and the Comments voluntarily published by the users remain their responsibility. They must satisfy the demands of comity and good conduct stipulated in these General Terms and Conditions. They can be freely deleted by the User or even by the YESCAPA site Administrators on legitimate request from a User justifying the abusive nature of a comment.**

Article 7. Applicable Law and Competent Courts

These General Terms and Conditions and the agreements concluded between the Owners and the Travelers during their matchmaking on the Website are subject to French law.

YESCAPA and the Users agree to refer any dispute or Relating to the application or interpretation of this agreement to the Court of the domicile or the defendant's registered office.

Last Update 12/06/2018

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