

YESCAPA WEBSITE AND SERVICE GENERAL TERMS AND CONDITIONS

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Definitions

“Review”: Reviews 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 Renters.

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

“Profile”: Data voluntarily provided by the User during their 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 Renter to the Owner of a Vehicle for Rental of the Vehicle.

“Booking”: Action emanating from a Renter 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 Renters.

“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 Renter is required to ensure that the insurance for this type of Vehicle complies with the current regulations.

“Renter”: Refers to any user wishing to rent a Vehicle and be the principal driver.

Security deposit: Sum deposited by the Renter 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 Renter) in the event of a claim. An excess rate is separate 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 **“Renters”**) 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 Renters 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 exception, these general terms of service, originally written in French, which have been translated into English.

These General Terms and Conditions mediate 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 Concept

The Website offers a matchmaking service between Users by connecting vehicle owners with users who wish to rent their vehicles. The Renter can accept said offers on the Website and use said Vehicle for Rental during dates agreed with by the vehicle Owner.

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

YESCAPA cannot be liable of any negligence and/or fault, or dispute during the use of the YESCAPA Website or service, between Owners and Renters, or during a Rental Agreement between the Users. Furthermore, Yescapa ensures the verification of the technical inspection of vehicles listed on the platform but YESCAPA cannot be held responsible for the mechanical condition of any vehicle. Yescapa can also not be held responsible for any defects mentioned on the technical inspection that do not prevent the vehicle to be driven, in accordance with the law in force.

In the event of the occurrence of a mechanical failure during a rental on a component of the vehicle mentioned as having a minor failure on the last technical inspection in force, and in the absence of an invoice stating the repair to correct this failure, the owner will be responsible for all repair costs and cannot hold the Renter or YESCAPA liable for this failure.

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, Renters 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 Renter 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 cannot be held liable for any payments made directly between the Owners and Renters. The Website only guarantees the security of electronic payments through its payment partner LEETCHI.

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 website visitor without a User Profile, which can be created following regular registration on the Website cannot access the complete services reserved for the registered Users.

The Website is committed 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.

iii/. Methods of payments

The Renter 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 Renter 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 Renter 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 Renter 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 Renter to pay all of it.

Bank transfer

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

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

The Renter has a period of 10 (TEN) days to make the Transfer from the moment they choose 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 is up-to-date and correct. They are responsible for modifying their information 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 the publication of the Vehicle Rental Listing, 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 which reflects their vehicle accurately, including its current condition.

If they wish, the Users can publish and make certain content available on the Website, mainly advice for using their vehicle. Each User has the right to enjoy this content only if they do not contravene good faith and/or public order, or the reputation of a person. Said content 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 types 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 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 suspend 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 Renter. The Owner and the Renter 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 Renter 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 can not be held responsible for the use of any other contractual document, whatever it is, allowing to rent a Vehicle. If any other Contract is engaged by the Users, the Owner is committed this Agreement and must still present and describe their Vehicle, as well as the features and equipment that appear on his ad.

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 listing.

The Owner commits to provide an updated description of the Vehicle, matching its features and to not mislead the Renter 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 of the parties to the conflict into account. The implementation of this mediation will be on the condition that the Owners and Renters 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 dispute to the competent authorities.

4.4 Vehicle Rental Terms

i/. Registration of Renters

Following their registration, the Renters must enter their personal information on their **Yescapa Profile** 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.)
- DVLA Licence check (For UK licence holders renting under Yescapa's Allianz policy in the UK)

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

The Renters 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 **Renter** 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. During the rental, in the event of a noticeable event of malfunction (abnormal noise, indicator light on the dashboard, tremor, or any other issue indicating a mechanical failure), it is the responsibility of the renter to ensure that the vehicle is able to continue the rental by having the vehicle inspected by a professional mechanic while informing the owner beforehand. The renter will be charged **200 GBP** by Yescapa if they cause the vehicle to breakdown due to driver misuse.

iii/. Registration of Owners and their Vehicle

Following their registration on The Website, the Owners agree to complete their ad by filling in the accurate details of their vehicle and their preferred tariffs..

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 their listing, 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 reservation for the Renter.

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, and will be required to submit vehicle documents and photographs to validate their listing.

A Rental may be cancelled unless the Owner digitizes and submits all documents relating to the Vehicle offered for Rental at least 48 (FORTY EIGHT) 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 the bank account details 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 Renters 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.

Following a breakdown or any other type of incident, a Listing may be suspended from the Site by YESCAPA, to verify that the said Vehicle is suitable for rental. YESCAPA reserves the right to remove any Vehicle offered for rental if it represents a risk that could affect the quality of the Yescapa service. The suspension of the vehicle may result in the cancellation of future bookings, and the Owner of the Vehicle will **not** be entitled to any compensation with respect to any planned future bookings.

On the first day of the rental, the Renter has the right to refuse the rental if the main characteristics of the vehicle do not comply with the description of the advertisement offered on the Yescapa platform. The vehicle must match the indoor/outdoor photographs on the site. In case of dispute, the renter must provide proof of non-compliance of the vehicle (photographs, videos ...). In the case of a refusal to accept the vehicle by the renter, the rental will have to be canceled via the Website by the renter who will specify at the time of cancellation, that the reason stated for the cancellation is "cancellation by the owner". Yescapa will then review the case to determine whether the vehicle's main characteristics match its description on Yescapa.

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 Renter, written and signed authorization 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 accurate.
- the state of the Vehicle before the departure regarding the interior and external cleanliness, the levels of water and fuel, etc.

In the event that the owner cannot fulfill these guarantees before the vehicle is handed over, the Renter will be entitled to refuse to depart in the vehicle by canceling the rental through their Yescapa account, and may claim full reimbursement of the remuneration due to the owner for that rental period once the case has been reviewed by Yescapa.

In the event that the Owner rents their Vehicle through other rental platforms, they undertake to offer lower or equivalent prices on YESCAPA, to those offered on other platforms, taking into account the different systems of calculation of the respective platforms.

In addition, the Owner must respect a pricing consistent with the value of its Vehicle and its equipment, its age and its number of kilometers for the rental price TTC remains in accordance with the philosophy of the Website.

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 Renter 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.

Remuneration varies according to the rate applied during the rental period minus the service charges applied by Yescapa. For information, the calculation is explained on our help center on the following Web-address. <https://www.yescapa.co.uk/help/my-ads-owner-owner-owner/how-do-i-set-my-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 Renter to the Owner. It can vary from the cost of insurance and breakdown cover, additional options chosen by the User, and the YESCAPA Company Service Fees. The signing of the Rental Agreement by the Renter implies acceptance of the Service Fees, Remuneration, that have been subscribed to by the renter.

In the event the Renter 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 Renter 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 Renter 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 Renter.

ii/. Service Fees for Services Provided by YESCAPA for Renters

Service Fees are applied to each reservation request and paid by the Renter. The use of the YESCAPA Service implies acceptance without exception or reservation by the Renter 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:

iii/. Publishing a Vehicle Listing

The Owner can put on line their rented vehicle by means of the Yescapa site. This Listing must respect the requirements of Articles 4.2 and 4.3. Publishing a Listing 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 Listing for said Vehicle, including, but not limited to, in the case of the following:

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

iv/. Security Deposit:

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

The security 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 Renter due to the rental in accordance with the terms of the rental agreement.

The management of the security deposit is subject to the signature by both parties (renter and owner) of the rental agreement and the inventory of fixtures at the departure and the return of the Rental. The owner must be present during the check-in and check-out for the booking to sign the contract and to verify the condition of the vehicle before and after the rental. If the owner cannot be present, the owner can transfer the responsibility of completing the check-in and check-out and signing the rental contract for the booking to another person, but this person must be able to be present to complete the check-in and check out for the vehicle.

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

- Management of the deposit by YESCAPA

The Owner has the possibility to request YESCAPA to manage the Security Deposit under the Rental of their vehicle.

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

This deposit can be made by bank imprint. 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 their listing.

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 Renter will be informed of the details of the sums that will be charged via a direct debit. A management fee of €49 will be applied in addition to the costs of repairs to the person responsible for the damage.

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 Renter.

- Management of the deposit by the Owner

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

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

In the event that the Renter wishes to recover the amount of the Deposit, said Renter 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 Renter and the Owner, YESCAPA offers a mediation service. This costs €49,00 (FORTY NINE EUROS) for the Renter 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. - its presence during the inventory of entry and exit to verify the condition of the vehicle before and after the lease by signing the lease. In the absence of his presence, the owner can transfer the responsibility of the inventory of fixtures provided that the person realizing it in his name and place is the same during the inventory of places of entry and exit.

v/. The General Rules of a Booking

Every booking request must be made at least 48 (FORTY-EIGHT) working hours before collection of the Vehicle for the Rental by the Renter.

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 Renter selects a vehicle that suits their needs, they can send a Booking request for said Vehicle responding to said Listing 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 make their Vehicle available for the requested 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 Renter of the acceptance. The Renter 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 Renter 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 Renter 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 Renter as soon as possible and can suggest similar listings 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 Renter. The Website does not ensure the accuracy of the date range of the booking chosen by the Renter who wishes to rent a Vehicle.

vi/. 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 Renter. In the event that the Owner and the Renter agree that the Renter 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 Renter's necessity to pay the entirety of the Website Service Fees.

vii/. Renters brought to Yescapa by Owners

For any rentals brought to Yescapa outside the Website, may result in the reduction of the commission applied to the Owner. This reduction may allow the owner to increase their remuneration or reduce the rental price for the renter.

The owner must indicate the booking reference number for the relevant renter by email to Yescapa. The renter must type in the Yescapa chat system for the booking "brought by owner". It is imperative that the owner communicates that they brought the owner to Yescapa by email before the renter confirms the booking with payment.

4.6 Cancellation of a Booking by the Renter

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

i/. Modifying a Booking

Any modification to the Booking requested by a Renter is subject to the approval of the Owner and of YESCAPA in terms of the modification of the Service Fee amount.

ii/. Cancellation

It will be likely to give rise to a refund of all or part of the expenses incurred for the rental according to the possible subscription of the cancellation insurance and the period of notice as of the date of communication of the cancellation a reservation.

Yescapa offers users a cancellation insurance via it's partner Gritchen, that allows its Users to benefit from a full refund of the rental price in case of cancellation before departure (excluding the cost and excess rate of this cancellation insurance) if the reason for cancelling comply with the Terms and Conditions of the cancellation insurance policy. To benefit from the Cancellation Insurance, the Renter must take out this insurance at the time of confirmation of the reservation and must accept the General Conditions of sale.

These General Terms and Conditions are available at this address:

https://dii3ne04p2g9s.cloudfront.net/doc/cancellation-terms/cancellation_insurance_terms-en.ab5de480845d.pdf

They are communicated to the renter upon subscription of the cancellation insurance and the confirmation of the reservation. Yescapa cannot be held liable for any cancellation insurance claims that are denied by the cancellation insurance provider Gritchen.

Renters who have not taken out cancellation insurance are subject to the following conditions:

If the cancellation of the booking by the Renter is communicated to Yescapa within a time frame of 30 (THIRTY) days or more before the date of departure of the Booking;, The Renter can request a Refund of 70% (SEVENTY PERCENT) from the owner. Insurance costs and service fees cannot be reimbursed. The remaining 30% of the Owner's remuneration will be paid out to the Owner upon cancellation.

If the cancellation of the booking by the Renter is communicated to Yescapa within a time frame of less than 30 (THIRTY) days before the date of departure of the Booking, no refund is possible. Insurance costs and service fees cannot be reimbursed and the full remuneration due to the owner will be paid out to the Owner upon cancellation.

If the cancellation occurs within 24 hours after the confirmation of the reservation, the Renter may claim full refund of insurance and service charges, except in the case where the start of the rental is scheduled 24 hours after confirmation; in this case the insurance costs can not be refunded.

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

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 Renter;**
- **The unilateral modification by the Owner of the Rental period that was contractually agreed upon between the Users;**
- **The modification, by the Owner of any conditions of the contractual Rental Agreement.**

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 Renter:

The event of cancellation by the renter remains exclusively their responsibility. The YESCAPA Service only puts Owners and Renters 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 Renter (including: Remuneration, insurance cost, and Service Fee) on condition of express written confirmation by the Renter 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, the Owner will be therefore required to refund the full Remuneration to the renter. Otherwise, Yescapa reserves the right to retain the amount due from the remuneration of the owner's next booking.

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 Renter. The insurance paid to the Insurance Partner cannot be refunded either.

In this case, YESCAPA can only refund the Service Fees and the Renter must directly contact the Owner to request a refund of the Remuneration.

iii/. Events likely to prevent a Rental:

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

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 the Rental.

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

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 upon transfer of proof;
- Serious illness or accident that causes immobilization or the inability to meet the Renter;
- 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 Renter waives the right to seek any compensation from YESCAPA or hold YESCAPA liable in any way. The Renter 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 Renter.

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 their listing. If the Owner refuses a rental request for reasons not listed in their rental conditions they will be debited €150 (HUNDRED FIFTY EUROS) from their next booking for the 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 Renters 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 Renter to insure the rented Vehicle. The insurance chosen by the Renter 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 Renter 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 Renter 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 Renter 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 Renter 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/. Declaring an Incident of Damage

In the event of damage caused during the rental, its treatment by the YESCAPA team, and where applicable by the relevant Insurer, requires that a declaration form is transmitted by the Owner and the Renter (complete with the required documents), to YESCAPA no more than 24 (TWENTY FOUR) hours after the event occurs (in the event that the vehicle is immobilized following the damage). If the damage does not prevent the vehicle from being safely operated and it can continue the rental then Yescapa must be notified

via the declaration form no more than 24 (TWENTY FOUR) hours after the return of the vehicle. Incidents can only be reported through a declaration form.

In case of damage caused during the rental, each incident where the Renter is responsible or an identifiable third party can not be found, will result in the payment of a damage excess rate if the amount of damage is greater than the amount stated in the excess rate fixed by the insurance, or the payment of the amount of the repairs if this is less than the amount of the excess rate set by the insurance. The Renter agrees without exception or reserve to pay the relevant excess rate per incident of damage. This can result in the settlement of multiple damage excess rates over a single rental period. The Renter expressly authorizes YESCAPA to deduct from their bank account the amount of the repairs that correspond to the excess rate defined by the insurance contracted over the rental period (one or more excess rates as the case may be), or to the amount of the repairs on presentation of an invoice or an estimate. In the event that the Renter refuses to sign the inventory of fixtures or has not provided the documents necessary for the intervention of the insurance in case of damages caused to the Vehicle rented within a period of 5 days mentioned above after the occurrence of the damages, an amount equivalent to that of one or more insurance excess rates may be deducted and assigned to the reimbursement of such damage with a payment directly to the Owner. In case of damage caused that can not be covered under the insurance, YESCAPA will establish a procedure according to the elements brought by the documents sent by the Owner and the Renter. This may result in the settlement of responsible damages upon presentation of an invoice and will be deducted from the rental deposit.

In the context of the mediation exercised by Yescapa in a case of claims management or litigation, management fees of € 49 will be applied to the party recognized as responsible.

v /. Obligations of the Owner:

In the event of damage to the vehicle caused during the rental period, the Owner undertakes to declare the damage and to forward the requested documents within the period presented in paragraph iv. In the event of damage covered by the insurance and assessed as above the relevant excess rate, the processing of the opening of the claim by our partner Insurer requires that the documents and information referred to in article 4.4 - iii /. must be transmitted to YESCAPA within a period of no less than 24 (TWENTY FOUR) hours before the effective date of the rental. Subject to the proper communication of the documents and information referred to in Article 4.4 - iii /, which must be updated and valid. At the risk of also forfeiting the guarantee, the technical inspection of the Vehicle must not present any faults that can be linked to the cause of the damages. Once the party responsible has been identified and the decision communicated by Yescapa, the Owner undertakes to have the vehicle repaired as soon as possible, this period may not exceeding 15 days following the decision in the case where the vehicle has no scheduled rental on the Yescapa platform over this period. In the case where the vehicle is booked through Yescapa during the mentioned period, the period may be up to 1 month after the decision.

For rentals in the UK insured with Yescapa's Allianz policy, in the event of a breakdown, the Owner gives consent to Yescapa and to the Roadside Assistance provider to repair the Vehicle with costs of up to 200 GBP in order for the Renter to be able to continue their rental. These costs will be charged to the Owner unless the Renter is proven responsible for the breakdown. If the owner's vehicle breaks down more than once while renting through Yescapa, Yescapa reserve the right to charge the owner 200 GBP if the breakdowns are the result of poor vehicle maintenance.

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 Renters 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.

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