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Thank You for renting with Europcar!

Europcar France is a French “*Société par Action Simplifiée*” with capital of 10 880 000 Euros and its registered offices are located at: 2 rue René Caudron – Parc d’Affaires “Le Val Saint Quentin” Bat L – 78960 Voisins-le-Bretonneux”. It is registered with the Versailles register of Commercial Companies under the number 303 656 847.

In accordance with the present general Terms and Conditions of Hire (“**T&Cs**”), Europcar France and its participating franchisees (“**Europcar**”) will have the following obligations:

- rent a Vehicle (car, utility Vehicle or motorcycle) to You (as defined in section 1 below) for the period of time (not exceeding 30 days) that is specified in the Rental Agreement (the “**Hire Period**”) plus any accessories that You wish to rent which will also be indicated in the Rental Agreement.
- provide certain mobility services included in your rental and offer You other services which are available at an extra cost.

The contractual relationship between You and Europcar is governed by the following documents:

- the Rental Agreement, including if applicable its specific conditions (the document signed by You at the moment of the check-out or the first day of rental)
- the booking confirmation email (where You have prebooked Your rental online)
- the Europcar Insurance and Protection Provisions (“**Insurance and Protection T&Cs**”);
- the Recommended Tariffs Guide;
- Specific Terms and conditions
- the present General T&C of Hire which apply to all aforementioned documents.

In case of a contradiction between the documents above listed, the terms of the first document will prevail over the following document.

## SUMMARY OF YOUR TERMS AND CONDITIONS \*

*\* General Information, in accordance with the Order dated 17 March 2015 regarding precontractual information for consumers and publication of prices of vehicle rental services*

- **Conditions relating to length of time driving licence held:**

The minimum period for holding a French driving licence is one year. This length may vary according to the category of Vehicle rented. All the details are set out in the table in Article 2 “Who can rent and who can drive?” of the T&Cs.

- **Information regarding rental prices and possible surcharges applicable in stations and airports:**

Our tariffs are set mainly according to the length of your rental, and the category of Vehicle rented. Surcharges may also be applied if You collect your Vehicle from at train station or airport. You will find all the information to enable You to understand the pricing structure applied in the Europcar Recommended Tariffs Guide attached to Your confirmation email (if a rental reservation is made online) and available from Europcar station and/or on the Europcar website.

- **How fuel is billed :**

The Vehicle must be returned with the same amount of fuel as that stated in your rental agreement when leaving the station. Before your departure from the station, we advise You to confirm if the amount stated in your rental agreement corresponds to that indicated on your Vehicle’s fuel gauge. Any difference in the amount of fuel in relation to the amount stated in your rental agreement must immediately be flagged at the station from which You depart.

Any Vehicle returned with an amount of fuel lower than that present upon departure from the rental station will incur a refuelling charge of EUR 15.60 (inclusive of VAT) in addition to the price of the fuel, which is billed according to the price per litre shown at Europcar Agency on the day of return.

Europcar also offers an additional service allowing You to avoid having to fill up before returning your Vehicle. For more details, please see article 18 “What is the fuel policy?”.

- **Deposit:**

The deposit is intended to cover additional hire costs.

If You have paid for your hire in advance, the amount of the deposit is EUR 300 (or the equivalent in local currency). If You then make additional purchases at the desk, the total for those additional purchases shall be added to the total price of rental and this amount shall be charged to your bank account.

If You have not already paid for your rental when You made the reservation, the rental cost will also be blocked to your credit card. In this case, the amount blocked to your credit card will be the rental cost plus 300 EUR (or the equivalent in local currency). The deposit shall be released at the end of your Hire Agreement if no other costs are payable. For more information regarding the deposit, please see Article 19 “Must I pay a deposit before picking up the Vehicle?” Please note that the deposit cannot be paid with cards type Maestro or Electron.

- **Other conditions and tariffs which may apply:**

**Late cancellation:** If You cancel your rental without providing 48 hours’ notice (48 hours prior to the start date and hour mentioned in your reservation confirmation email), the amount paid in advance shall be refunded after the deduction of a penalty of EUR 50 for late cancellation.

**No show:** If You have not cancelled your reservation and you fail to show at the station to collect your Vehicle (on the start date and hour mentioned in your reservation confirmation email), the amount paid in advance shall be refunded after the deduction of a penalty of EUR 95 for “no show”.

**Late return:** If You return the Vehicle beyond the return date/ hour initially scheduled in your rental agreement, we shall invoice You for these additional days at the current rental rate plus a fixed charge of EUR 50 (inclusive of VAT) during which the Vehicle has been kept beyond the Hire Period, and for administration fees. A grace period of 29 minutes after the return date and hour specified on your rental agreement will be applied for late returns.

**Information regarding rates:** For more details regarding our pricing please see article 8 “What is included in the price you pay?” and Article 9 “What are the other fees/charges that I may have to pay?”

- **Insurances included in Your rental:**

Your rental includes:

- **Third Party Liability Insurance**

Third Party Insurance means insurance that provides the driver of a Vehicle with protection against liability for another party's claims for damage to his/her property or for bodily injury or death arising out of an incident arising whilst you are using the Vehicle. Third Party Cover is a mandatory legal requirement and it is therefore an integral part of our rental service. The cost of it is included in the rental charge.

Third Party Liability insurance does not cover:

- bodily injury or death that you (the driver at the time of the collision) may suffer; or
- any damage to or loss of your personal property or possessions; or
- any damage caused to the Vehicle

- **Collision Damage Protection (CDW – Collision / Damage Waiver) :**

Our collision damage protection product limits your financial exposure for damage caused to the Vehicle whilst it is in your care. If you purchase our standard collision damage protection product and comply with the applicable laws and the Local Rental terms and conditions then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. The Excess amount is determined by the category of the car and the type of protection product you have purchased.

You can reduce or eliminate the Excess amount by purchasing our premium/or medium collision damage protection products instead of the standard collision damage protection offering.

The Collision Damage Protection will not protect You in the following circumstances:

- You will be financially liable for - loss or theft or damage to objects or property (including Baggage or merchandise) that is deposited, retained or transported in or on the Vehicle by you or a Passenger.
- You will be financially liable for the full cost of the damage to the Vehicle if the damage is caused:
  - o by the willful acts of the driver; or
  - o by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle); or
  - o because the keys are lost or stolen;
  - o Loss of or damage to your own property that is being transported or kept in or on the Vehicle during the rental period
  - o by its total or partial theft or an act of vandalism whilst the Vehicle is left parked unattended;
  - o by your negligence (which is *behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances*) or the negligence of your Passengers (for example, but not limited to, a fire caused by the use or disposal of cigarettes or cigars);
- Administration fees.

- **Theft Protection (THW – Theft Waiver)**

Our theft protection products limits your financial exposure for loss of the Vehicle if it is stolen or if it is damaged because it is subject to an attempted theft or the Vehicle is subject to an act of vandalism whilst the Vehicle is left parked unattended during your rental. If you have purchased this product then, provided you have complied with the Local Rental terms and conditions, we will pay for the costs arising from the theft, attempted theft, or act of vandalism that are greater than the Excess amount. The Excess amount is determined by the category of the car and the type of protection product you have purchased. You can reduce or eliminate the Excess amount by purchasing our premium or/medium theft protection products instead of the theft protection offering.

The Theft Protection will not protect You in the following circumstances:

- If the Vehicle is stolen or damaged because of your negligence or more specifically (but without limitation) as a result of keys being left in the Vehicle whilst it is unattended or having been delivered to an unauthorized person; Your failure to use the anti-theft system appropriately, any failure by You to return the keys to us or if you left the Vehicle unlocked when you weren't using it;
- Theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle.
- Administration fees

- **Complementary protection products offered by Europcar:**

- **Assistance plus protection**

For the duration of the rental, you have the benefit at no extra cost of a 24/7 breakdown and assistance service regarding the use of the vehicle.

Breakdowns caused by you or as a result of using the wrong fuel or for fuel failures, breakage or loss of the Vehicle's keys, as well as punctures and/or damage to tires, battery failure are excluded from the scope of the free service and will be subject to a flat charge

Our Assistance Plus protection product limits your financial exposure for these flat charges in such circumstances. If you purchase our Assistance Plus protection product and comply with the applicable laws and the Local Rental terms and conditions then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. You can at a daily cost exclude such flat charges by purchasing our protection product.

Europcar offers you complementary protection products, which limit the amount of Your Excess.

- **Glass, lights and tyre protection (WWI – Wheels and Windscreen Insurance)**

Our Glass, lights and tyre protection product will apply to any damage that occurs to glass (excluding sunroofs or panoramic roofs), lights or tires in circumstances of normal use of the Vehicle during Your rental.

If, and only if, such damage occurs as a result of a collision then the cost to repair or replace glass (including sunroofs or panoramic roofs), lights or tires will be covered by the collision damage protection

You are not protected under this product:

- against the financial liability for damage to the Vehicle if it arises because of willful acts or negligence that you commit whilst using the Vehicle and which causes damage: or
- for any damage to sunroofs or panoramic roofs; or
- for the theft, fire or vandalism
- for the administration costs we incur in handling any damage file.

- **Super Collision Damage Protection (SCDW – Super Collision / Damage Waiver) :**

Our Super collision damage protection product reduces to zero Your financial exposure for damage caused to the Vehicle whilst it is in your care. If you purchase our Super collision damage protection product and comply with the applicable laws and the Local Rental terms and conditions, You will be exempt from the cost of damage to the Vehicle.

The Super Collision Damage Protection will not protect You in the following circumstances:

- You will be financially liable for the full cost of the damage to the Vehicle if the damage is caused:

- o by the willful acts of the driver; or
- o by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle); or
- o by its total or partial theft or an act of vandalism whilst the Vehicle is left parked unattended.
- o by your negligence (which is behavior that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of your Passengers (for example but not limited to a fire caused by the use or disposal of cigarettes or cigars);
- o because the keys are lost or stolen

- Administration fees.

- **Super Theft Protection (THW – Theft Waiver)**

Our Super theft protection product reduce to zero Your financial exposure for loss of the Vehicle if it is stolen or if it is damaged because it is subject to an attempted theft or the Vehicle is subject to an act of vandalism whilst the Vehicle is left parked unattended during your rental. If you have purchased this product then, provided you have complied with the Local Rental terms and conditions, You will be exempt from the cost of damage to the Vehicle.

Our Super Theft Protection will not protect You in the following circumstances:

- If the Vehicle is stolen or damaged because of your negligence or more specifically (but without limitation) as a result of keys being left in the Vehicle whilst it is unattended or having been delivered to an unauthorized person; Your failure to use the anti-theft system appropriately, any failure by You to return the keys to us or if you left the Vehicle unlocked when you weren't using it;
- Theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle.
- Administration fees
- **Super Collision Damage and Theft Protection (SLDW)**

Our Super Collision Damage and Theft Protection reduces to zero:

- Your financial exposure for damage caused to the Vehicle whilst it is in your care.
- for loss of the Vehicle if it is stolen or if it is damaged because it is subject to an attempted theft or the Vehicle is subject to an act of vandalism whilst the Vehicle is left parked unattended during your rental.
- to any damage that occurs to glass (excluding sunroofs or panoramic roofs), lights or tires in circumstances of normal use of the Vehicle during your rental

Our Super Protection against theft and damage resulting from a collision does not cover:

- Administration fees
- **Personal Accident protection (PAI)**

Personal Accident protection provides cover for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity if you are disabled or you die as a result of a collision (or an accident).

This Personal Accident protection does not cover:

- any of the costs set out above if the expense was not incurred as a direct result of the collision or incident occurring whilst you were in control of the Vehicle or if you intentionally caused or brought about the accident or collision; or
- any costs relating to treatment you were receiving or medical conditions you were suffering from before the accident or collision occurred; or
- any damage to or loss of your personal property or possessions; or
- any damage caused to the Vehicle
- **Super Personal Accident protection (SPAI)**

Our Super-Personal Accident protection provides higher and best-in-class protection for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity if you are disabled or you die as a result of the collision (or an accident) and in corporate baggage cover as well.

This Super Personal Accident protection does not cover:

- any of the costs set out above if the expense was not incurred as a direct result of the collision or incident occurring whilst you were in control of the Vehicle or if you intentionally caused or brought about the accident or collision; or
- any costs relating to treatment you were receiving or medical conditions you were suffering from before the accident or incident occurred; or
- the cost of loss, or destruction of or damage to your Baggage if it is
  - o Damage caused by normal wear and tear, depreciation and inherent defects in respect of the baggage.
  - o Damage caused by moths or vermin or methods of cleaning, repairing or restoring, or poor baggage handling through the action of the driver
  - o Damage resulting from confiscation, seizure or destruction by order of an administrative authority.
  - o Thefts committed when the doors, windows and boot of the vehicle were not locked shut.
  - o Thefts by break-in of the Vehicle situated in the passenger compartment of open or convertible vehicles.
  - o However, cover shall apply to the Vehicle if it is situated in the boot of the aforementioned vehicles, provided that the boot in question is locked and is inaccessible from the inside of the vehicle.
- The following Baggages are not covered:
  - o Dentures, artificial eyes and other prostheses, spectacles and contact lenses. Cash, personal papers, commercial documents, administrative documents, traveller's cheques, credit cards, air tickets, travel tickets and vouchers. Keys or others similar (magna cart etc.). Mobile phone.
  - o Jewels, furs and other objects of value left in an unattended Vehicle at any moment.

- o Baggage, belongings and personal effects left in a parked vehicle between 22:00 and 06:00 hours.
- any damage caused to the Vehicle

- **Price calculation of protection products**

The price calculation of the protection products varies according to the category of the Vehicle, the duration of the rental and selected Europcar protection options (Basic, Medium, Premium). For more details on Europcar protection options, please consult the following page: <https://www.europcar.fr/packs-protection-details>

- **Other Additional services:**

Europcar offers You the various additional services that are not included in the price of your rental:

List of additional services / products
Baby seat
Additional driver
Young Driver (< 26 years)
One way (the right to collect and return the Vehicle in two different agencies)
Full tank
Refuelling service
Diesel guarantee
Vehicle model chosen by the customer
Additional rental days
Insurances / other protections
Pick up and return out of hours
SAT NAV
Winter Equipment
Other equipment kit (straps; blanket, etc.)
Other accessories (roof rack crossbars; trolley)
Special vehicle cleaning
Lost/Theft of Keys
Breakdown/Wrong fuel
Tire puncture
Delivery / Recovery Vehicle
Pick-up of the Vehicle in mountain resort
Pick-up or return of the Vehicle in a distant or seasonal transportation relay station
Pick-up of a utility Vehicle equal to or larger than 5m cubed in rental agencies located in Paris

You will find all the information enabling you to understand the pricing applied for its additional services in the Europcar Recommended Tariffs Guide attached to Your confirmation email (if a rental reservation is made online) and available from Europcar station and/or on the Europcar website.

- **Obligations in terms of maintenance, repair, assistance in case of incident or accident**

**Vehicle maintenance** - During Your rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession.

You will be liable towards Europcar for any detrimental consequence arising out of any infringement to the abovementioned maintenance obligations.

You will find all the information enabling You to understand the pricing in the Europcar Recommended Tariffs Guide attached to Your confirmation email (if a rental reservation is made online) and available from Europcar station and/or on the Europcar website.

Any modification to or mechanical work on the Vehicle is prohibited without prior authorization from Europcar. In the event of a breach of this rule, You shall bear the duly documented costs of returning the Vehicle to its original condition.

**Assistance:**

For the duration of the Hire Period as agreed with Europcar, You have the benefit at no extra cost of a round the clock breakdown service linked to the use of the Vehicle.

The Assistance service includes, among other benefits:

- **Assistance to persons in case of Damage / (physical) injuries resulting from a car accident**
- **Technical assistance for the rental Vehicle**

For more details on what is included and excluded by the assistance offered by Europcar, please refer to Appendix 1 "General Conditions of Assistance" at the end of these General Conditions of Rental.

**Accident** - In case of accident, as soon as You will have been aware or You will have the capability and within five (5) business days at the latest, You shall (i) report the accident to the Europcar pick-up station (or the assistance service) and, if necessary, the local police authorities and (ii) file an amicable declaration of motor vehicle accident.

## 1) TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

The T&Cs will apply to You, the person who is paying for the rental and any associated costs (and You may also be a driver), as well as any (other) driver who is expressly indicated in the Rental Agreement and therefore being authorised to drive the Vehicle.

All persons named in the Rental agreement are jointly and severally liable for payment of sums due under the contract.

## 2) WHO CAN RENT AND WHO CAN DRIVE?

### a) Who can rent?

Any physical person:

- who is legally capable of entering into an agreement with Europcar and is prepared to accept responsibility for the Vehicle throughout the Hire Period; and
- who has the means that will be accepted by the relevant local Europcar company (see table below) to pay for the hire of the Vehicle and any associated costs;

Payment methods accepted by Europcar		
	Payment methods accepted in France	Payment methods accepted abroad
<b>Accepted payment methods</b>	<ul style="list-style-type: none"> <li>- Cash - under the maximum amount permitted by applicable law and depending on the category of the Vehicle hired</li> <li>- Cheque - depending on the category of the Vehicle hired and subject to Europcar France obtaining a guarantee of cheque authenticity from an external provider. This transaction is performed at the Europcar Agency desk.</li> <li>- Payment cards bearing the word “<b>DEBIT</b>” - the balance of your account shall be debited after each transaction (immediately debited) – This card is only accepted at the time of making Your reservation. At the pick up of the Vehicle You will be asked for the credit card on which Europcar can make a deposit.</li> <li>- Payment cards bearing the word “<b>CREDIT</b>” - You will be debited for the amount in full or in part on the previously agreed date of a given calendar month, with or without interest (deferred debit)</li> <li>- Purchasing card (Airplus, Amex)</li> <li>- <b>Charge cards</b> - cards issued by Europcar for business customers (B2B), with whom Europcar has concluded the service agreement. Accepted provided that the available credit line is functioning properly</li> <li>- Hire vouchers</li> </ul>	<p>You should be aware that the rules applicable to the accepted payment methods vary according to the country in which the Vehicle is hired.</p> <p>We strongly recommend that You produce a pre-approved bank card. We advise You to contact the Europcar Station in the country of hire to obtain more information regarding their accepted payment methods.</p>
<b>Payment</b>	- Maestro/ Electron/ Ecard	

<b>methods not accepted</b>	<ul style="list-style-type: none"> <li>- Payment cards bearing the words <b>"DEBIT CARD"</b> issued by a non-acceptable network (e.g. local network)</li> <li>- Payment cards bearing the words <b>"CREDIT CARD"</b> – cards linked to a renewable loan</li> <li>- Payment cards bearing the words <b>"PREPAYEE/PREPAID"</b> – bank cards which allow to store cash as defined by Article 2(2) of Directive 2009/110/EC (e.g. gift cards)</li> </ul>	
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- who provides valid identification documents as indicated in the table below.

<b>Documents required by Europcar</b>
Identity Card or Passport
Driving licence in Latin characters (European or international driving licence, together with a national permit if a non-EU licence) or a sworn translation thereof
Proof of address – required for any first-time hire of a Europcar Vehicle. <i>(The proof of address dated within the last three months is mainly requested for security measures - in case of theft of the Vehicle, bank refusal, traffic ticket, delay in returning the Vehicle, etc.).</i>

**b) Who can drive? (the "Driver")**

An authorized Driver of a Vehicle will be any physical person who complies with all of the following requirements:

- is expressly mentioned and fully identified in the Rental Agreement (this may also be the natural person who pays for the Rental Agreement);
- provides a valid driving licence and/or an identification document (national identity card or passport);
- holds a valid driving licence for the category of Vehicle and the applicable law in the country of rental and/or the age of the driver;

Category of Vehicle	Minimum length for which the driving licence must have been held in France (as from the date obtained)
<b>Mini</b>	1 year
<b>Economy and Economy Elite</b>	1 year
<b>Compact</b>	1 year
<b>Compact Elite and Fun</b>	3 years
<b>Sedan, MPV, SUV, 4x4, Minibus</b>	3 years

<b>Sedan Elite</b>	5 years
<b>Selection</b>	5, 7 or 10 years depending on the type of Vehicle
<b>Vans and trucks</b>	1 year
<b>Two-wheeled Vehicle</b>	2 years

### c) Who cannot drive the Vehicle?

Neither person expressly mentioned / identified on the Rental Agreement is authorized to drive the Vehicle.

In addition, any person who cannot provide valid identification documents as indicated in the sections 2 a) and 2 b).

If You allow an unauthorized person to drive the Vehicle then this is considered as a breach of the T&Cs and You will be responsible for any consequences that may arise as a result included the possibility to responding before Europcar for the damage caused by you and/or an unauthorized person.

In such circumstances the unauthorized driver will not be covered by any insurance or protection products offered through Europcar. Only liability insurance (compulsory protection) will apply.

### 3) WHERE CAN I DRIVE THE VEHICLE?

You may drive a Vehicle in the following countries.

Austria, Andorra, Belgium, Denmark, Finland, France (Corsica included and DOM TOM excluded), Germany, Greece, Ireland, Italy, Luxembourg, Monaco, Norway, Netherlands, Portugal, Spain (apart from islands and the Ceuta and Melilla enclaves), Sweden, Switzerland and the UK ("**the Territory**"). For more details regarding driving in Countries not included in the Territory, please see the second paragraph of article 5 "*What are my obligations toward the Vehicle?*".

Return of the Vehicle in the UK and in Corsica is not authorized. Other mobility services are proposed. Please contact our Customer Relation Service which details are mentioned under section 23-b) below.

Please be aware that You must comply with the traffic road regulations and toll payment obligations of the Country where You drive the Vehicle. You are liable for all charges due and violations committed during the term of Your rental.

### 4) WHAT TYPE OF VEHICLE CAN BE RENTED AND FOR WHAT PURPOSE?

You can rent either a passenger car, either a motorcycle or a van and You must drive the Vehicle in accordance with its intended use as follows:

- the passenger cars and motorcycle are intended for the carriage of varying numbers of people (depending on the approval resulting on the vehicle registration certificate) and,
- the vans may be used for the carriage of goods up to the weight limit resulting from the vehicle registration certificate.

You are informed that Europcar does not cover the goods carried into the Vehicles and cannot be held liable for eventual property and/or objects You may have forgotten into the Vehicle. Similarly, Europcar cannot be held liable for any loss of opportunity and intervening operating loss in the context of the execution of the lease.

### 5) WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?

When renting a Vehicle from Europcar, You and/or any Driver must comply with the following obligations:

- You and/or any Driver must return the Vehicle and its keys, accessories and documentation to Europcar at the return station mentioned in the Rental Agreement on the expiry time and date specified on the Rental Agreement (the rental period is calculated per 24 hours non divisible from the time of pick-up of the Vehicle. Europcar allows a 29 minutes tolerance period at the end of the rental) and in the condition that Europcar provided it to You at the start of the Hire Period. If You do not return the Vehicle as stipulated here above, Europcar will take all necessary measures outlined in these T&Cs and in particular Article 11 (*What is the Vehicle return policy?*).
- You and/or the Driver may never drive the Vehicle outside the Territory. If You and/or the Driver intend to drive the Vehicle outside the Territory, You and/or the Driver must obtain prior written authorization from Europcar in response to a request made by the Customer to the Europcar Agency. Authorization shall be given within 48 hours of the request (excluding weekends and public holidays). Please note that prior authorization shall not be granted by Europcar to drive the Vehicle in Countries not covered by insurance, namely, Albania, Montenegro, Russia and Ukraine, or in Countries outside of Europe (including Turkey, Tunisia, Azerbaijan, the Islamic Republic of Iran and Israel).  
If you intend to drive the Vehicle outside of France, You must inform the Europcar agent and ensure together, during check-out, that the Vehicle has the proper equipment in accordance with the local traffic rules of the country that You and/or the Driver will drive in or cross.
- You and/or the Driver must reasonably drive the Vehicle in accordance with all applicable road traffic laws and regulations and You should ensure You and/or any Drivers are familiar with all relevant local driving regulations.
- You and/or any Driver must ensure that any luggage or goods transported in the Vehicle are secured to the extent will not cause damage to the Vehicle or cause risk to any passengers.
- You and / or any Driver must guard the Vehicle with the utmost care and, in all circumstances, You shall make sure it is closed and protected by its anti-theft devices when parked or left unattended.
- You and/or any Driver must never drive the Vehicle whilst under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair either Yours and/or any Driver's driving ability.
- You and/or any Driver You must refill the Vehicle with the appropriate type of fuel. If unsuitable fuel should be added, unless You demonstrate that the mistake is attributable to a third-party; You will be responsible for any expenses incurred by the transfer of the Vehicle and/or repair of the Damage caused to it calculated according to the rules described in the section below (*Damage to the Vehicle*).
- You and/or any Driver may not use the Vehicle nor allow the Vehicle to be used:
  - for rehire, mortgage, pawn, sell or in any way pledge not only the Vehicle or any part of the same but also the Rental Agreement, the keys, the documentations, the equipment, the tools and/or any of its accessories;
  - for carrying passengers for hire or reward (for instance for car sharing purpose or chauffeur-driven passenger vehicle), without Europcar's prior written authorization. In the event of a breach of this obligation, Europcar reserves the right to charge You for fines in the sum of EUR 50 per day of hire as well as placing Your name on a watch list, which will prevent You from hiring a Europcar Vehicle in the future;
  - to carry a number of persons in excess of that mentioned on the Vehicle's registration certificate;
  - for carrying inflammable and/or dangerous merchandise, toxic, harmful and/or radioactive products or those that infringe current legal provisions (provided that such exclusion does not prohibit You from satisfying the needs of everyday life which do not infringe the applicable laws and whose transportation would correspond to a normal use of the rented Vehicle);
  - for the transport of merchandise with a weight, quantity and/or volume in excess of what is authorised in the Vehicle's Traffic Circulation Permit and/or Technical Inspection Sheet;
  - for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not;
  - for transporting live animals (with the exception of pets and/or domestic animals, subject to Europcar express written authorisation);
  - to give driving lessons, accompanied driving ("*conduite accompagnée*");

- to push or tow another vehicle or trailer (except where the Vehicle You are renting is already fitted with a tow-hook when the maximum load complies with the applicable law);
- on gravel roads or roads which the surface, size or state of repair poses risks to the Vehicle, as beach, impassable roads, forest roads, mountains, etc. or any roads that are not authorized and paved roads, except special dispensation given in writing by Europcar;
- to commit an intentional offence;
- to be transported on board any type of boat, ship, train, truck or plane, without Europcar’s prior written consent obtained in response to a request made by the Customer in Europcar’s agency.. This consent will be provided within 48 hours (excluding weekends and public holidays) of receipt by Europcar of the request made by the Customer in Europcar’s agency.

Please note that Europcar remains liable for damage sustained by third parties when the Vehicle boards or disembarks from any type of boat, ship, train, truck or plane when You remain inside the Vehicle.

However, the Customer remains liable for damage sustained during transport of the Vehicle when the vehicle is stationary. The Customer must claim damages from the carrier;

- Inside the no-traffic lanes of the ports, airports, and/or aerodromes and/or analogous or similar of a character not accessible to public traffic, or in refinery and oil company premises or installations without Europcar express written authorisation. If Europcar grants our consents to You in accordance with the above, Europcar will inform You of the third party insurance cover that may be applicable in this case and which will vary depending on the circumstances.

- During the rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession. In particular, you and/or the Driver are required to perform customary inspections as to the Vehicle condition such as oil and water level, tyre pressure.

You can be held liable to Europcar for any detrimental consequence arising out of any infringement to the abovementioned obligations. Please be aware that failing to fulfil the abovementioned obligations may limit any right to compensation for the damage which You could claim for.

Likewise, in case of infringement to the abovementioned obligations, Europcar reserves the right to demand immediate return of the Vehicle.

## 6) WHAT ARE THE MOBILITY SERVICES INCLUDED IF I RENT A VEHICLE ONLY?

The basic rental charge includes the following mobility services:

<b>Mobility services</b>
Medical assistance
Technical assistance to the Vehicle
Right to return the Vehicle in the same town
Automobile Third party liability
Collision Damage Waiver ('CDW')
Theft Waiver ('TW')
Limited Mileage selected during the booking
Vehicle Registration Contribution is a tax for registering our Vehicles. PFI applies to any Vehicle rental in metropolitan France (invoiced for a maximum of 10 days for any 30-day period).
PFI only applies when You hire the Vehicle as a Consumer within the meaning of Article 2 of Directive 2011/83/EC: <i>“any natural person who, in contracts covered by this Directive, is acting for purposes which are outside his trade, business, craft or profession”</i> .

## 7) WHAT ARE THE OTHER MOBILITY SERVICES NOT INCLUDED IN MY RENTAL?

Europcar proposes You several additional services as follows:

List of additional services / products
Baby seat
Additional driver
Young Driver (< 26 years)
One way (the right to collect and return the Vehicle at two different agencies)
Full tank
Refuelling
Diesel guarantee
Vehicle model chosen by the customer
Additional rental days
Insurances / other protections
Pick up and return out of hours
SAT NAV
Refuelling service
Winter Equipment
Other equipment kit (straps; blanket, etc.)
Other accessories (roof rack crossbars; trolley)
Special vehicle cleaning
Lost/Theft of Keys
Breakdown/Wrong fuel
Tire puncture
Delivery / Recovery Vehicle
Pick-up of the Vehicle in mountain resort
Pick-up or return of the Vehicle in a distant or seasonal transportation relay station
Pick-up of a utility Vehicle equal to or larger than 5m cubed in rental agencies located in Paris

## 8) WHAT IS INCLUDED IN THE PRICE YOU PAY?

The information You provide Europcar with at the time of booking (such as the duration of the rental or Your age or any additional driver's age) will have an impact on the price You will pay. Any change to that information could therefore mean that the price also changes. The price of Your rental will be those in force at the time of booking or at the time You make any subsequent changes to the booking.

The price You will pay comprises the following costs:

- The daily rental charge for the Vehicle for the agreed number of days (including the mobility services described in article 6 “*What are the mobility services if I rent a Vehicle only*” of the Terms and Conditions of Hire);
- Any charges applicable to additional mileage;
- Any other mobility service which you choose to add;
- VAT (at the current rate at the time of billing);
- Any additional fee linked to You personally (e.g. if You are a young driver, etc.);
- Contribution to registration fees.

By contracting with Europcar, You expressly allow Europcar to charge Your means of payment for any unpaid amount related to Your rental. In this regard, Your express consent will be given at the Europcar station when you will provide our agent with your mean of payment before picking up the Vehicle.

## 9) WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?

- **The Deposit.** In addition to the rental price (that You have prepaid during the booking or that You will pay at the pick-up time or at the check-in) Europcar is requiring You to leave Europcar with some security for any additional charges that may arise during Your use of the Vehicle over the Hire Period. This security is in the form of a financial deposit which takes the form of a bank pre-authorization. If you have booked your Vehicle by remote means of communication (website, mobile application or phone), the deposit amount is recalled in the confirmation email that You will have received following your booking. In any case, the deposit amount will be reminded at the Europcar station. Should You need any additional information regarding the deposit, please refer to the paragraph below (article 19 “*Must li pay a deposit before picking up the Vehicle?*”). Should You need any additional information regarding the deposit, please refer to the paragraph below (Article 19 “*Must li pay a deposit before picking up the Vehicle?*”).
- Europcar may also charge You for various charges and fees that Europcar will have to apply relating to incidents that may have occurred during the Hire Period and/or how You used the Vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Recommended Tariffs Guide attached to Your confirmation email (if a rental reservation is made online) and available from Europcar station and/or on the Europcar website.
- **Fines and administration fees for handling fines:** You are and shall remain principally liable for paying fines for traffic offences, violation of traffic rules or violation of parking rules in France or abroad (“Traffic Offenses”), as well as the corresponding administration fees. You are entitled to dispute fines within 14 days after receiving the bill and a copy of the fine corresponding to Your hire period sent to You by Europcar. Such fees shall be reimbursed only if You can provide evidence that You were not responsible for such Traffic Offenses. Please note that such administration fees are payable in addition to the fine to which it relates and You are fully liable for paying such fines.

Such charges and fees include without limitation:

- Administration fees for handling fines or tolls. Please note that such administration fees are payable in addition to the fine or toll to which it relates, and You are fully liable to pay such fines or tolls
- Cleaning fees for a Vehicle returned in an unacceptable and/or dirty state
- Charges for lost or stolen keys
- “**Damage**” to the Vehicle (any physical damage to the Vehicle or vandalism apart from glass breakage or puncture) and / or “**Theft of the Vehicle**” (theft of the Vehicle itself or of accessories and / or attempted theft of the Vehicle or any accessories). Your liability for this can be limited according to the type of protection You have elected to take out (please refer to the Europcar Insurance and Protection Provisions attached to Your confirmation email or available from Europcar stations and/or on the Europcar website)
- Damage management fees ;
- Vehicle immobilisation costs in the event of Damage;
- All and any fuel used during the Hire Period and a potential refuelling service charge;
- Additional mileage over and above the mileage that is included in the rental charge (if any) [not applicable for unlimited mileage rental].
- The following additional specific fees and charges (i) extra charges linked to the rental made in stations located in airport or rail stations; (ii) the cost to return the Vehicle to a Europcar stations other than the one from which You picked it up; (iii) the extension of Your rental)

- Administration fees in the event of late return without having notified the return agency.

## 10) WHAT SHOULD I PAY ATTENTION TO WHEN PICKING UP THE VEHICLE?

When You pick up the Vehicle from Europcar You will be asked to sign among the others a section on the Rental Agreement that describes the Vehicle's condition at that particular time.

If You notice any apparent defect or Damage that is not described on the Rental Agreement then You should ensure a note is made on the document and that both You and the Europcar agent sign the change to it. [UK also gives 24 hours following time of pick up for the customer to report damage not noted on RA]. Failure to request the abovementioned notice for this additional apparent defect or Damage, Europcar is entitled to assume that You have accepted the Vehicle in the condition set out on the Rental Agreement and to charge You for any new Damage that could be noted by You and the Europcar agent when the Vehicle is inspected by both parties at the time of its return.

## 11) WHAT PROCEDURES ARE BEING APPLIED WHEN RETURNING THE VEHICLE?

### a) Return of the Vehicle during opening hours of Europcar's station

You should return the Vehicle to the Europcar station, at the latest, on the date and at the time shown on the Rental Agreement. You may return the Vehicle to another Europcar station for the cost indicated in the quotation sent to you.

Any unauthorised return of the Vehicle to another Europcar agency ("One way") may lead to your being billed for additional fees. For more information as to the amounts billed please see the Recommended Tariffs Guide attached to your confirmation email if you have made a reservation online and which can be consulted in the agency and/or on the Europcar website.

The Hire Period will end when You return the Vehicle to the Europcar station and hand the Vehicle keys and the registration documents to a Europcar agent or its representative.

Any return of the Vehicle at an earliest stage than the date and time mentioned on the Rental Agreement shall not give rise to any reimbursement.

When You do return the Vehicle to Europcar You must take the opportunity to inspect the Vehicle together with the Europcar agent or its representative and countersign a Vehicle restitution damage report.

Europcar cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle.

### b) "Out-of-hours" return Service

Europcar recommends returning the Vehicle during opening hours of its stations. However, to meet the specific needs of some of its clients, Europcar offers, in certain stations, an additional "out-of-hours" service

If You opt for this "out of hours" service, You accept that the Vehicle condition report can be drawn by the Europcar agent or its representative without your presence and after the drop off the keys.

In stations offering "out of hours" return services, the above-described procedure (see point 11)-a)) was adapted to enable these stations to offer this service in the best possible conditions.

In particular, You have to declare any incident and/or Damage that affects the conditions of the Vehicle on the document that will have been hand in to You to that matter when You picked up the Vehicle.

Depending on the available systems and the information that You will have received from Europcar, this document must be leaved into the Vehicle or returned with the keys in the "keys drop off box" provided for that effect.

Please note that your Rental Agreement does not automatically ends when You drop off the keys: the Vehicle will remain on the parking space where You will have parked it until opening of the Europcar station that will proceed to the inspection of the Vehicle and close your Rental Agreement. Therefore, Europcar reminds you that you must park the Vehicle on an area provided for that purpose and in a manner so that the Vehicle is not a danger to others or hamper traffic as aimed by the Highway Code. You must also leave the Vehicle registration papers in the glove box.

Providing that the Vehicle is inspected at a later stage – during opening hours of the station – Europcar recommends You to take photographs of the Vehicle in order to keep evidences of the state of return of the Vehicle once it is parked and before the drop off of the keys. Please be aware that such photographs shall clearly show the date and the time in order to be evaluated by Europcar.

Europcar cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle.

**c) Return of the Vehicle during opening hours of Europcar's station with an inspection in your absence.**

If you are unable and/or refuse to inspect the Vehicle together with the Europcar agent or its representative, Europcar is authorised to inspect the Vehicle itself without your presence and to register your impossibility or refusal of a contradictory inventory.

The same Procedure as the one described above will applied (See 11°-b)).

**d) Late return of the Vehicle**

In the event that the Vehicle is not returned on the date shown on the Rental Agreement, and if a period of 24 hours elapses without there being any news regarding the delay in its return, Europcar shall regard the Vehicle as having been unlawfully appropriated and will be entitled report this to the competent local authorities.

In such case Europcar will be entitled to:

- charge You an additional day for each rental day at the rental tariff in effect, plus a fixed fee of EUR 50 net per extra day, unless You can demonstrate that You have no longer the disposal of the Vehicle through no fault of your own or that the non restitution of the Vehicle resulted through no fault of Your own.
- claim from You all compensation for all Damage and losses suffered by Europcar and all the fines, tolls, penalties or sanctions owed with respect to the Vehicle as a result of demands issued to it by public administrations for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence. Bill You for the administration fees if the Vehicle is returned late.
- start legal proceedings in order to claim the immediate return of the Vehicle. Please note that, in such case, protections and additional contractual services have no effect.

## 12) DAMAGE TO THE VEHICLE

In the event of of differences between the state of the Vehicle as described upon check out and that identified upon return, You may Any other damage not included in the abovementioned Recommended price list and/or other more Serious Damage (substantial Damage impairing the delivery of the Vehicle have to pay the amount as defined below).

**a) Damage identified upon return of the Vehicle and in your presence**

If Damage is identified upon the return of the Vehicle when the inspection is made, in your presence and in the presence of the Europcar agent or its representative, and if You acknowledge the damage by signing the statement of return of the Vehicle, Europcar will give You an assessment of repair costs that may be charged to You.

Repair costs vary depending if it is qualified as Light Damage or not:

- Light Damage (minor insubstantial damage caused to the Vehicle without altering its delivery to the rental and permitting its movement in accordance with the provisions of the Highway Code such as, for instance, without being exhaustive: small scratches; light impacts on windshield) is charged, in addition to Damage administration fees, according to the Maximum recommended applicable Fee for damaged or missing components and Vehicle immobilisation costs, will also be added to the amount of serious Damage assessed.
- .
- Any other Damage not included Maximum recommended applicable Fee for damaged or missing components mentioned above and / or any other serious Damage (i.e., significant Damage altering rentals and requiring its temporary immobilization for repair such as, for instance, without being exhaustive: damage to bodywork, will be evaluated by an independent expert and charged according to the expert's report or a cost estimation made with an

independent auto-repair garage. Damage administration fees, in line with the Recommended Tariffs Guide, and Vehicle immobilisation costs, will also be added to the amount of serious Damage assessed.

If You contest Damage and the invoicing thereof by refusing to sign the statement of return of the Vehicle, Europcar will apply the procedure described below (see Article 12)-b).

**b) Damage identified in Your absence.**

If Damage is identified during the inspection of the Vehicle by a Europcar Agent or its representative without your presence, Europcar will send to you the following documents:

- statement of return of the Vehicle describing all Damage identified
- pictures of the Damage
- An estimate (quote) of the costs of repair that will vary depending of the nature of the Damage (see above, article 12)-a) paragraph 2) and administration fees for the treatment of the Damage and the Vehicle immobilisation.

You will be able to challenge Damage identified and the invoicing thereof within fourteen (14) days after the sending (by e-mail or regular letter) of said documents.

If You fail challenging or justifying within the above-mentioned period of fourteen (14) days, Europcar reserves the right to invoice You the cost of the repairs identified.

Europcar also gives You the opportunity to obtain a second expert opinion, at Your own expense. The automobile expert must be selected from the independent experts' association, which you will find at the following link: <http://www.securite-routiere.gouv.fr/connaitre-les-regles/le-vehicule/la-liste-nationale-des-experts-automobile>

**c) Common rules**

Please note that depending upon the Damage suffered by the Vehicle and the type of protection You have subscribed to with Europcar (see the Europcar Insurance & Protections Provisions attached to Your confirmation email or available from all Europcar stations and/or on Europcar's websites) You may or may not be charged for the full or for the partial amount of the cost of repair.

In any case, You will be able to challenge any Damage and the invoicing thereof by acting pursuant to the provisions of article 23 "What happens in case of dispute related to my rental?".

## 13) WHAT IS EXPECTED OF ME REGARDING VEHICLE MAINTENANCE?

During Your rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession.

You should remain alert to any signal from the warning lights on the Vehicle's dashboard and take any necessary protective actions.

Any modification to or mechanical interventions on the Vehicle are forbidden without Europcar's prior written authorisation. Should this rule be breached, You must bear the duly justified costs of restoring the Vehicle in the same state in which You have taken possession.

You will be liable towards Europcar for any detrimental consequence arising out of any infringement to the abovementioned maintenance obligations.

## 14) WHAT SHOULD I DO IN CASE OF ACCIDENT, MECHANICAL BREAKDOWN, OR THEFT OF THE VEHICLE?

In case of mechanical breakdown or accident which prevents You from continuing your travel and/or obliges you to stop Vehicle to prevent any breakdown, You are provided with an assistance service, included in the price of Your rental. The terms of this assistance are set out in Appendix 1 of the present *T&Cs*.

In case of accident, as soon as You will have been aware or You will have the capability and within five (5) business days at the latest, You shall (i) report the accident to the Europcar pick-up station (or the assistance service) and, if necessary, the local police authorities and (ii) file an amicable declaration of motor vehicle accident.

Where the circumstances involve Third Parties, it is important that You duly complete and sign an accident report providing us full details of both the incident or accident and the Third Party.

If, in the event of an accident with a known third party, You do not submit an accident report to your Europcar agency within a maximum of 5 (five) working days (unless it is materially impossible for You to do so within such time), and if Europcar is held liable by an opposing insurance company, You will be liable for the corresponding administrative fees in accordance with the section "Penalties/Payments" in la Schedule of Recommended Tariffs.

In these cases of accident, breakdown or theft of the Vehicle, You should call the assistance service which is included in Your rental price.

The assistance service number is as follows: 0 800 354 000 (or +33(1)49 93 72 42 from abroad).

In case of theft of the Vehicle, You shall provide Europcar with a copy of the report of theft filed before the local police authorities within two (2) business days with the keys and official papers of the Vehicle if those have not been stolen.

## 15) WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?

You will receive a final invoice once all elements of Your rental have been settled and not earlier than the day after the Vehicle return date.

You will pay or be charged the full amount in one or in several lots depending on the situation.

You may decide to prepay (prepayment of your booking made online, via our call center or at the Europcar station) Your rental which will include the daily rental charge of the Vehicle and accessories for the Hire Period and for any additional mobility services. Your means of payment will be debited by the agreed amount. You will receive an invoice or a receipt for that prepayment. The totals of the prepaid amount and the deposit shall be stated on the Rental Agreement, which you must accept and sign when collecting the Vehicle. In addition, the prepaid amount will be stated on the final invoice and deducted from any total amount still to be paid.

However, in case of rejection of the prepayment when booking, You will not be able to take the Vehicle until the total regularization of this rejection.

- If You decide not to prepay Your rental at booking time, the amount of the deposit plus the rental charges for the Vehicle and any accessories, any additional services or drivers or protections You decide to take out before You take the Vehicle away will be shown on the Rental Agreement that You will have to agree and sign before picking up of the Vehicle. The final and global cost of your rental will be charged and invoiced at the time of return of the Vehicle at the end of the Rental Period.

Any additional fees or charges will be charged when You return the Vehicle (if they can be calculated at that time).

If You have incurred extra costs such as fine or caused Damage to the Vehicle identified without your presence Europcar will charge You these costs and the applicable administration fees at a later date, all these administrative fees (damage management fees, fines administrative fees), when Europcar becomes aware of them.

In this respect, You will have a fourteen (14) days period starting from the date of sending (by email or regular letter) of the notification of billing to challenge and justify not being the author of the fees. In case of no objection or justification from You within the aforementioned period, the amount of these fees will be charged.

Your invoice will be sent to You electronically. If You refuse to receive your final invoice electronically, You can elect to receive paper invoice.

In addition, if the due date of payment shown on the invoice has expired and if You are not a Consumer (as defined by the applicable law), You explicitly agree that:

- You will be liable for late payment penalties of a rate equal to the interest rate applied by the European Central Bank's refinancing operation increased by 10 percentage points, and a compensation of 40 € for the allowance of recovery under the conditions referred to in Article L. 441-6 of the Commercial Code.
- the immediate maturity of all outstanding bills, and the cancellation by right of the Rental Agreement, and
- that Europcar will have the right to claim immediate return of Vehicle.

## 16) WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

### a) Modifications

You can modify Your booking, free of charge, provided You let Europcar know **at least 48 hours before** the rental is due to start.

- Please be aware that new rental prices may apply if You modify Your booking and You should always use the same communication channel that You used when booking the Vehicle in the first place. Alternatively, You can call our Call Centre on ++33 (0) 825 358 358 (0,15€TTC/1min from a fix line) or +33 (0)1 70 39 89 86 (price of a local call made from France, excluding any supplementary cost that may be apply by your operator)

### b) Cancellation and No show

- If You have prepaid Your booking online:
  - You can cancel Your booking free of charge provided that You have given Europcar at least 48 hours notice before the rental is due to start.
  - If You cancel giving Europcar less than 48 hours notice, the prepaid amount will be refunded less a late cancellation fee (please refer to the Recommended Tariff Guide attached to Your confirmation email and available from Europcar stations and/or on the Europcar website).
  - If You have not cancelled and fail to come to the Europcar station to pick up the Vehicle, the prepaid amount will be refunded less a "no show" (please refer to the Recommended Tariff Guide attached to Your confirmation email and available from Europcar stations and/or on the Europcar website).

For the purpose of this section, cancellation of the booking or failure to pick up the Vehicle due to Force Majeure means that You are prevented or delayed by reason of war and other hostilities civil commotion, accident, lock-outs, trade disputes, embargoes or restraints of governments restrictions of imports or exports or any other cause or circumstance beyond Your reasonable (direct or indirect) control.

- If You have not prepaid Your booking online:
  - You may modify or cancel Your booking free of charge up to the time of pick up.
  - If you not cancel your booking and fail to collect the Vehicle at the time of pick-up, a no show fee will be charged (please refer to the Recommended Tariff Guide attached to Your confirmation email and available from Europcar stations and/or on the Europcar website).

## 17) WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?

In case You want to extend the Hire Period shown on Your Rental Agreement You should take the following steps:

- For any extension of less than 24 hours, give a call to the Europcar station of check-out or go to the Europcar station of check out
- For any extension higher than 24 hours, You shall:
  - carry out a check of the Vehicle together with a Europcar agent
  - Pay the rental as well as any additional charges
  - Sign a new Rental Agreement or an addendum to the initial Rental Agreement.

If You don't comply with the abovementioned conditions, the rules set forth in article 11 ("*Return of the Vehicle*") will apply.

## 18) WHAT IS THE FUEL POLICY?

You must be aware that rules applicable to fuelling and refuelling depend on the country of rental and the type of rental products You have elected. Please check carefully the rules applicable for every rental You make.

All Vehicles are supplied with a full tank of fuel.

At the return of the Vehicle, three (3) situations may then arise:

### a) **Return of the Vehicle with the same level of fuel tank:**

- We provide You with a Vehicle with a full tank of fuel of a determined level of fuel mentioned in the Rental Agreement.
- You return the Vehicle with an identical level of fuel.
- You pay nothing for either refuelling charge or fuel.

Please note that Europcar may require you to provide a proof of fuel purchase (receipt).

### b) **Return of the Vehicle with less fuel than the amount noted at pick-up time (Refuelling charge):**

- If You have not taken up the full tank option and the Vehicle is not returned with the same level of fuel as the one identified at pick-up time, You will be charged the cost of the missing fuel (according to the price per liter displayed at the Europcar agency on the day of return) plus a refuelling charge (please refer to the Recommended Tariff Guide attached to Your confirmation email and available from Europcar stations and/or on the Europcar website).

### c) **Full Tank Option**

- At pick up You have the possibility to pay for the price of a full tank of fuel. The cost of this will depend on the Vehicle category.
- You may return the Vehicle with whatever fuel is left in it.
- Whilst Europcar will not charge You for any refuelling charge but Europcar will not reimburse You for any unused fuel.

## 19) MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?

When You pick up the Vehicle, You grant a credit card authorization for a deposit or pay a deposit by bank cheque only in rental stations that accept that mean of payment. You may also pay the deposit by cheque at all Europcar agencies that accept them, provided that Europcar France obtains a guarantee of cheque authenticity from an external provider. This transaction is performed at the Europcar Agency desk.

If You have paid for your Hire in advance, the amount of the deposit is 300 EUR (or the equivalent in local currency).

If You have not already paid for your rental when You made the reservation, the rental cost will also be charged to your credit card. In this case, the amount blocked to your credit card will be the rental cost plus 300 EUR (or the equivalent in local currency).

In any case, the final amount is stated on the confirmation email which is sent to You when You make your reservation and in the Hire Agreement. Please note that for prepaid booking, if You subsequently make additional purchases at the desk, the amount of these additional purchases shall be added to the sum of the rental cost and this amount shall be charged to your bank account.

The deposit shall be released at the end of your Hire Agreement if no other costs are payable. If the deposit is paid by cheque, You shall be reimbursed within 8 working days.

## 20) CAN I PAY MY RENTAL IN MY OWN CURRENCY (DIFFERENT THAN THE CURRENCY OF THE COUNTRY OF RENTAL) ?

If You are a foreign hirer holding a Visa or MasterCard payment card (with a base currency other than the merchant currency) You can benefit from the currency conversion facility and pay in your own currency. The Europcar agent offering this facility to You will enter Your reply into the system and the Rental Agreement will specify the option chosen. In that case, Europcar will take care of the currency conversion at the end of the rental using an exchange rate provided by our currency conversion provider. The exchange rate provided will be exchange fee included (currently 3,25 %).

If You wish to change Your mind, You can do so by making the appropriate declaration when returning the Vehicle to the Europcar counter and will be forwarded Your final invoice in Euros.

If for any technical reason Europcar was to be unable to provide this service or if a You hold a VISA or MasterCard credit opted to pay in Euros, then the conversion into the base currency of the card would be carried out according to the conditions of the Your bank.

## 21) WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA?

Europcar may use any information You have given Europcar, including the details of any named driver, for the purposes of Your rental to verify identity, collect payment, monitor fraud and deal with any issues before, during and after the Hire Period.

Our data protection policy may be consulted by clicking here: [Europcar Privacy Policy](https://www.europcar.com/security-and-privacy-policy): <https://www.europcar.com/security-and-privacy-policy>

Europcar collects and processes personal data in order to provide You with Vehicle rental services and for marketing purposes such as special promotions and loyalty program. You are informed of any personal data that must be collected by Europcar whether in station or via an asterisk online.

Europcar only stores Your personal data for as long as is necessary to achieve the purposes described in the Europcar Privacy Policy, in accordance with applicable law.

The recipients of such data are Europcar station agencies and all Europcar Group franchisees. Some of the recipients of the collected data may be located in countries where legislation concerning personal data does not provide a sufficient level of personal data protection equivalent to French law standards and the French Data Protection Authority rules (CNIL).

However, this transfer of Your data to a country with an insufficient level of protection is made only if you rent a Vehicle in a country operated by a Europcar Group franchisee located outside of the European Union. As it is required for the performance of Your rental agreement, this transfer is authorized in accordance with the Article 69, Act of 6 January 1798 amended in 2004. This transfer may also be governed by the standard contractual clauses issued by decision of the European Commission, applicable to the transfer of personal data outside the European Economic Area by virtue of Directive 95/46/EC of the European Parliament and of the Council of the European Union and any subsequent amendments thereto.

Based on this You have a right to access, rectify and delete data concerning You. You may perform this right by sending Europcar a letter at the following address: *Europcar France Service Relations Clients Batiment L – Parc d’Affaires “Le Val Saint Quentin”, 2 rue René Caudron, 78960 Voisins le Bretonneux France.*

You are made aware of the existence of data processing aiming at preventing risks. It is implemented in accordance with the authorization unique AU-011 delivered by the French Data Protection Authority (CNIL) which enables Europcar to decline Vehicle rental services to any person listed in the file “Management of the person subject to risk”.

You are made aware that Your personal data may be notified to the police authorities at their request in case of any traffic road offence and/or any crime committed during Your rental.

Furthermore, as Europcar is a member of the Rental Branch of the "*Conseil National des Professions de l’Automobile (CNPA)*", some data, linked to the Rental Agreement, can be passed on with a view to being shared amongst companies which are members of this Branch, enabling them legitimately to decline any further rentals.

In accordance with the proceedings of the CNIL No. 2006-235 of November 9<sup>th</sup>, 2006, You will be informed in advance if You are concerned by such measures and will be entitled to oppose such inscription, to access, to rectify and delete Your personal data by contacting the Rental Branch of the CNPA (50 rue Rouget de Lisle – 92158 Suresnes Cedex).

## **22) ARE THE VEHICLES EQUIPPED WITH A TRACKER?**

To maintain and protect the Vehicle and to prevent and detect crime Europcar may use electronic devices to monitor the condition, performance and operation of the Vehicle and/ or to track the Vehicle’s movements. This information may be used both during and after termination of the Rental Period.

In accordance with the provisions of the French Data Protection Act, You have a right to access, rectify and delete data concerning You. You may perform this right by sending Europcar a letter at the following address: *Europcar France Service Relation Client Batiment L – Parc d’Affaires “Le Val Saint Quentin”, 2 rue René Caudron, 78960 Voisins le Bretonneux France.*

## **23) WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?**

### **a) Applicable law**

In case of dispute between You and Europcar regarding Your rental, the applicable law will be the law of the country of the pick-up of the Vehicle. For instance, if You pick up the Vehicle in France, the applicable law will be the French law. However, if You hired a Vehicle whilst in Germany then Your rental will be subject to the German law.

### **b) Customer Relation Service**

Wherever Your rental took place You can choose to consult with the Customer Relation Service department in Your country of residence. Your Customer Services team will contact the country of rent on Your behalf and try to resolve Your query. You can contact Customer Relation Service at the following addresses and telephone:

- **Address:** Europcar France, Customer Service Department: 2 rue René Caudron, Parc d'Affaires le Val saint Quentin, bat L, 78960 Voisins-le-Bretonneux.
- **Telephone:** +33 (0) 9 69 39 32 29 (price of a local call made from France, excluding any supplementary cost that may be apply by your operator) or +33 (0) 1 30 44 95 01 (from abroad exclusively).
- **Internet:** Go to "Contact Us" on [www.europcar.fr](http://www.europcar.fr)

## c) Notifications

All notifications to be served upon You and Europcar pursuant to Your Rental Agreement shall be sent to the addresses indicated in the latter, that You and Europcar recognize as the elected domicile for all purposes and any modification must be communicated to the other party.

## d) Mediation

After having exhausted all internal remedies, and once one month has elapsed without any response from Europcar or an unsatisfactory response, You may submit your dispute to the Mediator of the Franchise-Consumer Mediation Committee by completing the claim form available on the following website: <http://www.franchise-fff.com/fff/mediation-franchise-consommateurs.html> and by sending it:

By post:

Médiation Franchise-Consommateurs (MFC)  
Fédération Française de la Franchise  
29 Boulevard de Courcelles  
75008 PARIS

Or by email:

[info@franchise-fff.com](mailto:info@franchise-fff.com)

## e) Alternative Dispute Resolution

**Cross Border Dispute.** If the country of rental and Your country of residence are different You may file a claim before the *European Car Rental Conciliation Service (ECRCS)* (<http://www.ecrcs.eu>), provided that the matter had been raised beforehand in the country of rental and/or Your country of residence.

You may file a claim before the *European Car Rental Conciliation Service (ECRCS)* (<http://www.ecrcs.eu>).

Indeed, Europcar has subscribed to the scheme of ECRCS in order to enable its clients to solve their complaints concerning cross border Vehicle rentals within Europe.

It should be underlined that this conciliation service can only help with disputes involving a 'cross-border' rental transaction occurring within the European Union - You must be a resident of the EU and the rental must have taken place in a different EU country. If your complaint concerns a non-cross-border rental you should raise the matter ECRCS will not be able to look at your complaint.

## f) Jurisdiction for rentals made on a professional basis.

If You rent a car in the capacity of business person, any dispute arising from your rental agreement shall be subject to the exclusive jurisdiction of the Versailles Commercial Court (or, when it is a Franchisee, the competent court of the place of registration of the Europcar franchisee).

## g) Contractual documents

The binding documents between You and Europcar are, by order of priority, the following:

- the Rental Agreement, and if applicable its specific conditions (the document signed by You at the moment of the check-out or the first day of rental)
- the confirmation email (where You have prebooked Your rental online)
- the General Insurance and Protection Provisions
- the Recommended Tariffs Guide;
- these General Terms and Conditions of Rental with the appendixes which apply to all aforementioned documents.

### **24) IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?**

Leaseurope has published a code of conduct for the car rental industry. You may obtain a copy at the following address: [www.leaseurope.org](http://www.leaseurope.org).

### **25) WHO OWNS THE VEHICLES RENT BY EUROPCAR FRANCE?**

The companies Securitifleet SAS, Securitifleet GmbH, Securitifleet SL and Securitifleet S.p.A own a substantial part of the fleet rented out by Europcar France SAS to its customers in accordance with these Terms and Conditions and have granted a pledge over their Vehicles in favour of, among others, Crédit Agricole Corporate and Investment Bank and its successors and assigns. For the purposes of these pledges, Europcar France SAS has been designated as "third party holder" in accordance with Article 2337 of the French Civil Code. As a result, if the company Securitifleet SAS, Securitifleet GmbH, Securitifleet SL or Securitifleet S.p.A is designated as owner of the leased Vehicle on the registration certificate, a copy of which was given to you, any return of the Vehicle by a customer of Europcar France SAS must be strictly made to Europcar France SAS in its capacity as third party holder or, if the need arises, to any other entity that may replace Europcar France SAS in that capacity and under no circumstances to Securitifleet SAS, Securitifleet GmbH, Securitifleet SL or Securitifleet S.p.A. For further information, please contact the legal department of Europcar France at the following address: Europcar France, Legal Service, Building L - Business Park "Le Val Saint Quentin", 2 rue René Caudron, 78960 Voisins le Bretonneux, France.

## APPENDIX 1 – ASSISTANCE TERMS & CONDITIONS

For the duration of the Hire Period as agreed with Europcar, You have the benefit at no extra cost\* of a round the clock breakdown service linked to the use of the Vehicle.

The Assistance service comprises, amongst other benefits

- **Assistance to persons in case of Damage / (physical) injuries resulting from a car accident**
  - Organizing medical contacts,
  - Transport of a sick or injured patient, according to medical requirements and the decision taken by the doctors of the assistance service,
  - Transportation costs for a person to travel to the hospital where a beneficiary has been hospitalized, if the latter is unable to be transported for at least 3 days,
  - An advance (repayable within thirty (30) days) of up to EUR 6,100 to cover medical expenses in the event of hospitalization in a country which is not that where the beneficiary normally resides (a guarantee will be requested if the beneficiary is not registered with the French social security),
  - Repatriation of the mortal remains to the country of residence in the event of death during the rental,
  - In the event of penal proceedings engaged against You (outside Your country of residence) as a result of an accident: advance of a bail bond (to be reimbursed within 30 days maximum) up to an amount of EUR 7,625 and of lawyer's fees up to EUR 763.
  
- **Technical assistance for the rental Vehicle**
  - In the event of a breakdown, if the vehicle cannot be repaired on-site, the assistance shall arrange and pay the costs of towing to the nearest dealer or agent of the vehicle brand,
  - Arranging and paying for the costs of towing a Vehicle which has not been involved in an accident or has broken down and can not be repaired on the spot,
  - Locating a replacement Vehicle within a radius of 50 Km, if the Vehicle can not be repaired on the spot (N.B: the rental agreement will continue to run until last day of the rental as originally agreed),
  - Transportation of the beneficiaries to the rental station where the replacement Vehicles is to be made available (up to EUR 75 in taxi costs)
  - If no replacement Vehicle can be identified:
    - either a hotel room with breakfast for one night (excluding restaurant costs)
    - or transportation by taxi, train aeroplane (when no other means of transport can be used) to the domicile or destination in France or to the point of departure from France for non-residents, up to EUR 100 (inclusive of VAT) per beneficiary.
  
- **Exclusions**
  
- **Concerning assistance for the rental Vehicle, are excluded:**
  - Any incidents or damage resulting from taking part in sporting events, rallies or any type of competition
  - Utility Vehicles rented in France which have been taken abroad.
  - Changes of utility vehicles abroad - Assistance on roads, lanes, rural pathways and undriveable roads
  - Costs of sea crossings
  - Battery charging or toll fees
  - Customs duties
  - Repair costs
  
- **Regarding assistance to persons in case of Damage / (physical) injuries resulting from a car accident, the following are not covered:**
  - Pregnancies, apart from unforeseen complications and in any case, not beyond the 36th week of the pregnancy (\*\*\*)
  - Convalescence and complaints currently being treated and which are not yet stabilized

- Pre-existing diagnosed and/or treated illness which have led to stay in hospital during the six months preceding the request for assistance
- Journey which have been undertaken with a view to obtaining diagnosis and/or treatment
- Suicide attempts
- The states of drug use, non controlled narcotics and alcohol
- Search and rescue costs on the sea or in the mountains
- Stays in rests houses and spa treatments

\*\*\*The reference to the 36<sup>th</sup> week of pregnancy is in line with the recommendations of the IATA airlines.