

## GENERAL TERMS AND CONDITIONS OF HIRE

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## GENERAL TERMS AND CONDITIONS OF HIRE

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 “**Rental 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 special terms and conditions (the document signed by You at the time of check-out or the first day of rental)
- the booking confirmation email (where You have pre-booked Your rental online)
- the Europcar General Insurance and Protection Terms and Conditions (“**Insurance and Protection T&Cs**”);
- the Recommended Tariffs Guide;
- these General T&C which apply to all aforementioned documents.

In case of a contradiction between the documents listed above, the terms of the first document will prevail over the second document and so forth.

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### SUMMARY OF YOUR TERMS AND CONDITIONS OF HIRE\*

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

- **Terms and Conditions relating to length of time driver's license has been held:**

The minimum period for holding a French driver's license 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?".

- **Information regarding rental prices and possible surcharges applicable in train 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 a Europcar agency at a train station or airport. You will find all the information to enable You to understand the pricing structure applied in the Recommended Tariffs Guide attached to Your confirmation email (if a rental reservation is made online) and available from a Europcar agency 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 rental agency. Before your departure from the rental agency, 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 agency from which You depart.

Any Vehicle returned with an amount of fuel lower than that present upon departure from the agency will incur a refuelling charge the amount of which is mentioned in the Recommended Tariffs Guide in addition to the price of the fuel, which is billed according to the price per liter shown at the 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 rental costs.

If You have paid for Your rental in advance, the amount of the deposit is

- EUR 300 (or the equivalent in local currency) for passenger tourist vehicles
- EUR 800 (or the equivalent in local currency) for utility vehicles
- EUR 800 (or the equivalent in local currency) for vehicles booked reserved with Keddy by Europcar.

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 EUR 300 EUR or EUR 800 (or the equivalent in local currency) based on the type of Vehicle or if you rent a vehicle with Keddy by Europcar. The deposit shall be released at the end of your Rental 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 security deposit cannot be made using a Maestro or Electron type card.

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

**Late cancellation:** If You cancel Your rental within the 48 hours period before the pick-up time of the Vehicle, a fee of up to €50 for late cancellation may be applied. The amount of this fee shall not exceed the price of Your rental. In case of a prepaid booking, the prepaid amount will be refunded minus the late cancellation fee. In the event of a non-prepaid reservation, the fee will be deducted from the payment card details provided. In case of a non-prepaid reservation and in the absence of any payment card details provided, You will remain liable for the late cancellation fee.

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**No show:** If You have not cancelled Your reservation and You fail to show up at the agency to collect Your Vehicle at the pick-up time, a **no show fee of up to €95 may be applied. If the price of Your rental is lower than the no show fee amount, the fee will not exceed the price of Your rental.** In case of a prepaid booking, the prepaid amount will be refunded minus the no show fee. In the event of a non-prepaid reservation, the fee will be deducted from the payment card details You provided. In case of a non-prepaid reservation and in the absence of any payment card details provided, You remain liable for the no show fee.

**Late return:** If You return the Vehicle beyond the return date/ hour initially scheduled in Your rental agreement, we shall invoice You at the current rental rate for these additional days during which the Vehicle has been kept beyond the Rental Period, and for administration fees, the amount of which is stipulated in the Recommended Tariffs Guide. 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 is 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 while You are using the Vehicle. This Insurance is automatically included in our vehicle rental service. You are therefore legally covered as required in the country in which You rent the Vehicle against incidents that may arise resulting directly from Your actions while you are operating the Vehicle. 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 being transported; 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 while it is in your care. If You purchase our standard collision damage protection product and comply with the applicable laws and our General T&Cs, You will be exempt for the cost of damage to the Vehicle that exceeds the Excess amount, which appears in the terms and conditions of Your rental agreement.

The Excess amount is determined by the category of the car and protection You have purchased. You can reduce or eliminate the Excess amount by purchasing our Super collision damage waiver products instead of the standard collision damage waiver.

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

- 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.
- damage that 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; or
  - o because the keys are lost or stolen;
  - o by its total or partial theft or an act of vandalism while 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 in case of poor understanding assessment of the size of the Vehicle, the damages sustained to the top of the car body (impact above the windscreen line) and to the under carriage (the lower portion of the Vehicle's

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body and/or the chassis that faces the road) and if it is proved that such damage was intentionally Your fault caused by you or was due to Your gross negligence. More specifically, this refers to any damage caused to the roof or the lower part of the Vehicle, including their constituent internal and/or external panels defined in the manufacturer technical specifications of your Vehicle's manufacturer.

- Administration costs of file processing.

- **THW – Theft Waiver**

Our theft waiver 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 while the Vehicle is left parked unattended during Your rental. If You have purchased this waiver then, provided you have complied with the General T&Cs, we will pay for the costs arising from the theft, attempted theft, or act of vandalism that are greater than the Excess amount set forth in the terms and conditions of Your rental agreement. The Excess amount is determined by the category of the car and the waiver You have purchased.

You can reduce or eliminate the Excess amount by purchasing our Super theft waiver products instead of the standard waiver.

The Theft waiver 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 while it is unattended or left with 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 costs of file processing.

- **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 General T&Cs, 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 (see Recommended Tariffs Guide Europcar attached to the confirmation email if you booked online or can be seen in station or on the Europcar website).

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

- **WWI – Wheels and Windscreen Insurance**

This waiver will apply to any damage that occurs to glass, lights or tires in circumstances of normal use of the Vehicle during Your rental. If such damage occurs due to a traffic accident, the cost to repair or replace glass, lights or tires will be covered by the collision damage waiver.

The WWI – Wheels and Windscreen Insurance does not protect You:

- against the financial liability for damage to the Vehicle if it arises because of willful acts or negligence that You commit while using the Vehicle; or
- for the theft, fire and/or vandalism
- Administration costs of file processing.

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### - **SCDW – Super Collision / Damage Waiver:**

Our Super collision damage protection product limits the amount of Your financial exposure for damage caused to the Vehicle while it is in your care. If you purchase our Super collision damage protection product and comply with applicable laws and the General T&Cs, then we will pay for the cost of damage caused to the Vehicle that exceeds the amount of such Excess amount.

The Super Collision Damage Protection does not cover You in the following circumstances:

- 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.

- damage that 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; or
- o by its total or partial theft or an act of vandalism while 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 in case of poor assessment understanding of the size of the Vehicle, the damages sustained to the top of the car body (impact above the windscreen line) and to the under carriage (the lower portion of the Vehicle's body and/or the chassis that faces the road) and if it is proved that such damage was intentionally caused by you Your fault or was due to Your gross negligence. More specifically, this refers to any damage caused to the roof or the lower part of the Vehicle, including their constituent internal and/or external panels defined in the manufacturer technical specifications of your Vehicle's manufacturer.
- o because the keys are lost or stolen

-Administration costs for file processing.

### - **STHW – Super Theft Waiver**

Our Super theft waiver reduces the amount of the Excess amount of 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 while the Vehicle is left parked unattended during Your rental. If You have purchased this waiver then, provided you have complied with the General T&Cs, we will pay for the costs arising from the theft, attempted theft, or act of vandalism that exceed are greater than the Excess amount

Our Super Theft Waiver 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 costs for file processing.

### - **Super Collision Damage and Theft Waiver – including glass breakage and tire damage (SLDW)**

Our Super Collision Damage and Theft Waiver reduces to zero:

- Your financial exposure for damage caused to the Vehicle from a collision while it is in your care.
- 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 while the Vehicle is left parked unattended during Your rental.
- Your financial exposure to any damage that occurs to glass, lights or tires in circumstances of normal use of the Vehicle during Your rental

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

- the damages sustained to the top of the car body (impact above the windscreen line) and to the under carriage (the lower portion of the Vehicle's body and/or the chassis that faces the road) and if it is proved that such damage was intentionally Your fault or was due to Your gross negligence. More specifically, this refers to any damage caused to the roof or the lower part of the Vehicle, including their constituent internal and/or external panels defined in the manufacturer technical specifications of your Vehicle's manufacturer.
- administration costs for file processing.

- **Top Care Protection**

Our Top Care protection is intended for our consumer clients. Your financial exposure to the amount of the Excess amount for damage to the upper body of the car (impact above the windscreen line) and the undercarriage, (that is the bottom of the vehicle body and/or the chassis facing the road) for the rental of utility vehicles from 5m<sup>3</sup> to 20m<sup>3</sup> (excluding refrigerated vehicles). If you have purchased this protection and comply with our General T& Cs, we will pay for top and bottom body damage. If you have also purchased Top Care and Premium protection, your financial exposure will be reduced to the amount of the excess amount of the Premium guarantee indicated in the Recommended Tariffs Guide under upper and under carriage collisions.

In the same way, if you have purchased Top Care protection with the Medium complementary guarantee, your financial exposure will be reduced to the amount of the excess amount of the Medium guarantee indicated in the Recommended Tariffs Guide under upper and under carriage collisions.

Top Care protection does not cover:

- The loss or theft or damage caused to objects or property goods (including your Baggages or purchases) which are placed, kept or transported in or on the Vehicle by You or a Passenger.
- Damage that is caused by:
  - intentional acts to the upper body and undercarriage part of the Vehicle including Vehicle's external or internal panels as defined in the Vehicle Manufacturer's technical specifications;
  - an explosion or fire that occurs in (or against) the Vehicle;
  - acts of vandalism or the theft of the Vehicle without Your knowledge while it is parked;
  - Your negligence or the negligence of Your passengers (for example, an incident caused by the use of cigarettes or cigars);
  - the loss or theft of the Vehicle's keys.
- Administration costs for file processing.

- **PAI – Personal Accident Insurance**

Personal Accident Insurance covers You for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity in the event of disability or death as a result of an event covered by the agreement (or an accident).

This Personal Accident Insurance 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 while 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 Baggages; or
- any damage caused to the Vehicle

- **SPAI -- Super Personal Accident Insurance**

Our Super-Personal Accident Insurance provides You with greater protection for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity in the event of disability or death as a result of an accident or event covered by the agreement, in addition to Baggage coverage.



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This Super Personal Accident Insurance 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 while 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, destruction or damage to Your Baggage if it is:
  - Damage caused by normal wear and tear, depreciation and inherent defects in respect of your Baggage. Damage caused by moths or vermin or methods of cleaning, repairing or restoring, or poor handling of Your Baggage through Your own fault.
    - o Damage resulting from confiscation, seizure or destruction by order of an administrative authority.
    - o Thefts of Your Baggage committed when the doors, windows and trunk of the vehicle were not locked.
    - o Thefts of merchandise and Baggage by break-in of the Vehicle situated in the passenger compartment of open or convertible vehicles. However, items and Baggage in the trunk of the vehicle are covered, provided that the trunk in question is locked and is inaccessible from the inside of the vehicle.
    - o Accidents of smokers, in addition to damage caused to objects falling or thrown in a fire home.
- The following merchandise and Baggage are not covered:
  - 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 other similar items (magnetic cards or badges, etc.), cell phones and merchandises.
  - Valuables, jewelry and furs left in an unattended parked Vehicle at any time of day.
  - Baggage, belongings and personal effects left in a parked vehicle between 10:00 PM and 6:00 AM.
  - 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 waiver options (Basic, Medium, Premium).

For more information, please consult the General Terms and Conditions of Insurance and Protection, available at the Europcar agency or at the following link: <https://www.europcar.fr/conditions-generales-assurance-et-protections>.

- **Lapse in coverage**

You cannot benefit from a damage waiver if you do not comply with the obligations expressly set out in the T&Cs and more particularly when:

- You drive under the influence of alcohol, hallucinogenic drugs, narcotics, barbiturates, other illegal drugs or any other substance,
- You drive without a valid driver's license,
- You entrust a Vehicle to unauthorized drivers that You have not designated in the rental agreement, and for which You remain liable.

You shall therefore be liable for all damages under general liability law.

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- **Other Additional services:**

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

List of additional products/mobility services
Baby seat
Additional driver
Young Driver (< 26 years)
One way (the right to return the Vehicle to a different station from the pick-up, with the exception of our electric vehicles)
Full tank
Refueling service (fuel indemnity)
Diesel guarantee
Vehicle model chosen by the customer
Additional rental days
Insurances / other waivers
Pick up and return outside business hours
GPS
Winter Equipment
Straps and blankets kit
Other accessories (e.g., roof rack crossbars; hand-trolley)
Special vehicle cleaning
Dead battery
Lost/broken keys
Breakdown/Wrong fuel
Punctured tyre
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 stations 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 any Europcar station agency 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 which may be consulted at the Europcar station agency 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 restoring turning the Vehicle to its original condition.

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### Assistance:

**In the event of breakdown** - For the duration of the Rental Period as agreed with Europcar, provided that You are not in an exclusion case, 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 Terms and Conditions of Assistance" at the end of these General Terms and Conditions of Hire

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

Assistance services are provided by the following companies:

- **Fragonard Assurances SA** with a share capital of €37 207 660 - whose office located at 2 rue Fragonard, Paris, France and registered with the Registry of Trade and Companies of Paris under number 479 065 351
- **AWP France SAS** with a share capital of €7 538 389,65 whose office located at 7 rue Dora Maar, Saint-Ouen, France and registered with the Registry of Trade and Companies of Bobigny under number 490 381 753

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

The T&Cs will apply to You, i.e., the person designated in the Rental Agreement who pays said Agreement and/or is designated as the primary driver, as well as any (other) driver who is expressly indicated in the Rental Agreement and is therefore authorized to drive the Vehicle.

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

### 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 Rental Period; and
- who has the payment means that will be accepted by the relevant local Europcar company (see table below);

<b>Means of payment accepted by Europcar</b>
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	Means of payment accepted in France	Means of payment accepted abroad
<b>Accepted means of payment</b>	<ul style="list-style-type: none"> <li>- Cash - up to the maximum amount permitted by applicable law and depending on the category of the Vehicle rented</li> <li>- Checks - depending on the category of the Vehicle rented and subject to Europcar France obtaining a guarantee of check authenticity from an external</li> </ul>	<p>You should be aware that the rules applicable to the accepted means of payment vary according to the country in which the Vehicle is rented.</p> <p>We strongly recommend that You produce a pre-approved bank card. We advise You to</p>

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	<p>provider. This transaction is performed at the Europcar Station Agency desk.</p> <ul style="list-style-type: none"> <li>- Payment cards bearing the word “<b>DEBIT</b>” - the balance of your account shall be debited after each transaction (immediately debited)</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>- <b>Electron Card</b>: this type of payment card is accepted only if pre-authorizations are allowed. If not, You must provide another means of payments among those listed in the section “Means of payment accepted by Europcar”</li> <li>- <b>Charge cards</b> - cards issued by Europcar for business customers (B2B), with whom Europcar has concluded a service agreement. Accepted Only provided that the available credit line is functioning properly.</li> <li>- Purchasing card (Airplus, Amex)</li> <li>- Rental vouchers</li> </ul>	<p>contact the Europcar station agency in the country of rental to obtain more information regarding their accepted means of payment.</p>
<p><b>Not accepted means of payment</b></p>	<ul style="list-style-type: none"> <li>- Maestro/ Ecard</li> <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 store cash as defined by Article 2(2) of Directive 2009/110/EC (e.g. gift cards)</li> </ul>	

- who provides valid identification documents as indicated in the table below.

<b>Documents required by Europcar</b>
Identity Card or Passport
Driver’s license in the Latin alphabet (European or international driver’s license, together with a national license permit if a non-EU license) or a sworn translation thereof

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Proof of address – required for any first-time rental of a Europcar Vehicle. *(The proof of address dated within the last three months is mainly requested for security measures in order to check if the address provided by the customer is correct).*

### 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 driver’s license and/or an identification document (national identity card or passport);
- holds a valid driver’s license for a period that varies based on 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 driver’s license must have been held in <b>France (as from the date obtained)</b>
<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>Commercial Vehicle</b>	1 year
<b>Motorcycle</b>	2 years

### c) Who cannot drive the Vehicle?

A person who is not expressly mentioned or identified on the Rental Agreement, or who cannot provide a valid documents as indicated in the sections 2 a) and 2 b), is not authorized to drive the Vehicle.

If You allow an unauthorized person to drive a Vehicle, then this is considered as a breach of T&Cs and You will be responsible for any consequences that may arise as a result including, but not limited to, damages caused by You and/or an unauthorized person.

## GENERAL TERMS AND CONDITIONS OF HIRE

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

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

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

You may drive a Commercial Vehicle in Metropolitan France only (excluding Corsica and French overseas departments and territories).

You may drive a Passenger Vehicle in the following countries:

Austria, Andorra, Belgium, Denmark, Finland, France (Corsica included and French overseas departments and territories 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 Greece, Ireland and the United Kingdom, subject to prior authorization, please refer to Article 5). 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 passenger Vehicle in the UK and in Corsica is not authorized.

Travel in Italy is now limited for any vehicle not registered in Italy and driven by an Italian resident. If you meet these criteria and You do not comply with this restriction, You will be invoiced for the amount associated with confiscation of the Vehicle by the Italian authorities.

Please be aware that You must comply with road traffic regulations and toll payment obligations applicable in the Country where You drive the Vehicle.

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

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

- the **Passenger cars** and **Motorcycles** are intended for the carriage of varying numbers of people (depending on the approval resulting on the vehicle registration certificate) and,
- the **Commercial Vehicles** 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 in the Vehicles nor personal effects. Likewise, 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 Europcar Vehicle, You and/or the Driver must comply with the following obligations:

- You and/or the Driver must return the Vehicle and its keys, accessories and documentation to Europcar at the return location mentioned in the Rental Agreement on the expiry time and date specified in said Agreement (the rental period is calculated per 24 hours non divisible from the time of pick-up of the Vehicle. Europcar

## GENERAL TERMS AND CONDITIONS OF HIRE

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 Rental 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 must 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. This Authorization may be given within 48 hours of Your request (excluding weekends and public holidays). Please note that prior authorization is also required to drive in Greece, Ireland and United Kingdom. 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 the Driver are familiar with all relevant local driving regulations.
- You and/or the Driver must, for the duration of the rental period, immediately pay the full Vehicle parking fee provided for in Article L 2333-87 of the French General Local Authorities Code.
- Once proof of immediate payment of the parking fee is issued in printed form, You and/or the Driver must ensure that it is placed at the front of the Vehicle, and that it is clearly legible from the outside.
- You and/or the Driver must immediately notify Europcar's customer relations department of any technical difficulties encountered when paying the fee and, where applicable, provide any document providing evidence that You were unable to pay the fee due to the aforementioned technical difficulties. This will allow Europcar to dispute, where applicable, any claims submitted to it to pay a post-parking fixed price.
- If the Vehicle parking fee is not paid immediately, or if payment is not made in full, and if You have not reported to Europcar any technical difficulties encountered preventing immediate payment of the fee, You will be liable to Europcar for any claims made to it for the Post-Parking Fixed Price(s) in addition to administration costs for managing the Post-Parking Fixed Price(s).
- You and/or the Driver must ensure that any luggage or goods transported in the Vehicle are adequately secured so as not to cause damage to the Vehicle or cause risk to any passengers.
- You and / or the 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 the Driver must never drive the Vehicle while 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 other Driver's driving ability.
- You and/or the Driver must refill the Vehicle with the appropriate type of fuel. If unsuitable fuel is 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 Article 12 "*Damage to the Vehicle*".

## GENERAL TERMS AND CONDITIONS OF HIRE

- You and/or the Driver may not use the Vehicle nor allow the Vehicle to be used:
  - for re-renting, mortgaging, pawning, selling or in any way pledging not only the Vehicle or any part of the same but also the Rental Agreement, the keys, the documentation, the equipment, the tools and/or any of its accessories;
  - for carrying passengers for hire or any 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 rental (the amount is stipulated in the Recommended Tariffs Guide) as well as placing Your name on a watch list, which will prevent You from renting a Europcar Vehicle in the future;
  - for carrying 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 transporting items 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 authorized 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's express written authorization);
  - to give driving lessons, or 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, such as beaches, 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 station agency. This authorization may be issued within 48 hours (except on weekends and public holidays) of receipt by Europcar of Your request.

Please note that You and Europcar remain 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, You remain liable for damage sustained during transport of the Vehicle when the vehicle is stationary. You may contact the carrier to obtain reimbursement for any damage.;
  - 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's express written authorization. If Europcar grants its consent 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.
- For business customers (B2B), please note that Europcar proposes an insurance protection with a limited warranty up to the excess amount indicated on your Rental Agreement. Nevertheless, we draw Your attention that if Europcar's Vehicle repair costs represent more than 10% of Europcar's turnover with the business customer, we reserve the right to terminate the rental agreement.



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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 levels, and tire pressure.

### a) Specific provisions for business clients (B2B)

You must present the rented Vehicle(s) for verification of its proper working condition and any damages, in addition to a valid payment method every thirty (30) days in Europcar station agency to renew rental contracts. A period of five (5) business days will be granted as of the rental contract termination date to present the Vehicle. Beyond such period, a late penalty shall be applied per day, the amount of which is stipulated in the Recommended Tariffs Guide. In addition, any reminder fees.

The amount of this service is stipulated in the Recommended Tariffs Guide and is currently available in the Ile de France and Provence-Alpes-Cote d'Azur.

You must return and exchange the rented Vehicle(s) upon request from Europcar when the Vehicles that you rented are included in a purchase agreement between Europcar and automobile manufacturers. To this effect, Europcar undertakes to inform You when the Vehicle(s) is rented that it is subject to a purchase agreement and that it must be returned during the term of your rental.

For business customers (B2B), please note that Europcar proposes an insurance protection with a limited warranty up to the excess amount indicated on your Rental Agreement. Nevertheless, we draw Your attention to the fact that if Europcar's Vehicle repair costs represent more than 10% of Europcar's turnover with the business customer, we reserve the right to terminate the rental agreement.

You may 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 above mentioned obligations may limit any right to compensation for the damage which You may claim.

Likewise, in case of infringement of 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 to another Europcar station agency in the same city as the departure
Automobile Third party liability
Damage Waiver capping your liability at the amount of the non-waivable Excess amount
Theft Waiver capping your liability at the amount of the non-waivable Excess amount
Limited Mileage selected during the booking
For consumers coming under the provisions of EU Directive 2011/83, specifically (PFI) Vehicle Registration Contribution is a tax for registering our Vehicles.

## GENERAL TERMS AND CONDITIONS OF HIRE

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

Europcar offers You several additional products and services as follows:

List of additional services / products
Baby seat
Additional driver
Young Driver (< 26 years)
One way (the right to return the Vehicle to a different station from the pick-up, with the exception of our electric vehicles)
Full tank
Refuelling service (fuel indemnity)
Diesel guarantee
Vehicle model chosen by the customer
Additional rental days
Insurance / other waivers
Pick up and return outside business hours
GPS
Winter Equipment
Straps and blankets kit
Other accessories (e.g., roof rack crossbars; hand-trolley)
Special vehicle cleaning
Dead battery
Lost/broken 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
For B2B customers, (PFI) 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).

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### 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 that in force at the time of booking or at the time You make any subsequent changes to the booking.

The price You 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 T&Cs;
- 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 that affects You personally (e.g. if You are a young driver, etc.);
- Contribution to registration fees (for consumers)

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 station agency when you provide our agent with your means 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 requires You to leave with it some security for any additional charges that may arise during Your use of the Vehicle over the Rental Period (see below).  
If You booked your Vehicle remotely (on the web, through a mobile app or by phone), the security deposit is reiterated in the confirmation email sent to You following Your booking. In any event, You will be reminded of the amount at the agency. If You need further information about the security deposit, please refer to the paragraph below (*Article 19 "Do I have to pay a security deposit before taking the Vehicle?"*).
- **Additional 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 Conditions attached to Your confirmation email or available from Europcar agencies and/or on the Europcar website)
  - Damage management fees
  - Vehicle loss-of-use costs in the event of Damage
  - All and any fuel used during the Rental 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 airports or rail stations; (ii) the cost to return the Vehicle to a Europcar agency 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.
  - Environmental contribution
  - Early return of the Vehicle.

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- Europcar may also charge You for various charges and fees that Europcar may apply in the case of incidents that may have occurred during the Rental 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 any Europcar agency and/or on the Europcar website.
- **Fines, fees and administrative costs for processing fines and fees:** You are responsible for any fines and fees resulting from use of the Vehicle by You or by additional drivers. Fines and fees may include:
  - fines owed for violating parking rules, in France or abroad,
  - post-parking fixed prices, in the event of failure to immediately pay the Vehicle's on-street parking fee, or in the event of underpayment,
  - speeding fines in France or abroad,
  - toll charges,
  - any other taxes or fines.

If Europcar receives a claim for payment of a fine or fee due to Your failure to pay it immediately or failure to comply with the legislation in force, Europcar reserves the right to charge You for:

- administrative management costs for each fine or fee charged to it (See the Recommended Tariffs Guide),
- the amount of the fine or post-parking fixed price paid by Europcar and the costs it was forced to incur in connection with this payment.

You have the right to dispute the administrative costs of managing the fines and fees, as well as the amount of the fine or post-parking fixed price within 14 days of the date of invoice sent to You by Europcar. These sums will be refunded only if you can establish that You have paid the Vehicle parking fee immediately and have legibly displayed the receipt in the Vehicle, or that You are not liable for any violations committed with the Vehicle.

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

The payment card used for your booking online must be presented at the station agency at the pick-up time. The surname and first name of the cardholder should be the same as the surname and first name of the driver as defined in Article 2 b) *Who can drive the Vehicle*.

If You benefit from a discounted rate, You should automatically provide proof of this at the station agency. In the absence of proof, Europcar cannot guarantee the application of the discount to Your booking.

When You pick up the Vehicle from Europcar You will be asked to sign, among other things, a section of 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 made to this section. Failure to request the above mentioned 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 at the time of its return.

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

#### a) Return of the Vehicle during business hours of Europcar's agency

You should return the Vehicle to the Europcar agency, at the latest, on the date and time shown on the Rental Agreement. You may return the Vehicle to another Europcar agency (exception of our electric vehicles) for the cost indicated in the quotation sent to you.

Any unauthorized return of the Vehicle to another Europcar agency ("One way") may lead to your being billed for invoiced in the form of 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 which can be consulted in the agency and/or on the Europcar website.

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

Any return of the Vehicle prior to the date and time mentioned on the Rental Agreement shall not give rise to any reimbursement.

When You 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 return report.

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

#### ● Charge for early return of Vehicles

For prepaid reservations, no refund will be made in case of the early return of the Vehicle.

Regardless of the booking channel (reservation made online or directly at the station agency), Europcar may charge You a fee in the event of an early return of the Vehicle, i.e. the restitution of the vehicle before the end of the rental term.

The exact amount of this fee is stipulated in the Europcar Recommended Tariffs Guide.

Such charges correspond to the cost to Europcar due to the fact that we are not able to rent the Vehicle to another person during the remaining period of your commitment to Europcar.

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

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

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

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

In particular, You have to declare any incident and/or Damage that affects the condition of the Vehicle on the document that was given to You for this purpose when You picked up the Vehicle.

Depending on the available systems and the information You have received from Europcar, this document must be left in the Vehicle or returned with the keys in the "keys drop-box" provided for this purpose.

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Please note that your Rental Agreement does not automatically end when You drop off the keys and that the Vehicle will remain in the parking space where You parked it until opening of the Europcar agency that will inspect the Vehicle and close out your Rental Agreement. Therefore, Europcar reminds you that you must park the Vehicle in a space provided for that purpose and in a manner so that the Vehicle is not a danger to others or hamper traffic as recommended 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 agency – Europcar recommends that You take photographs of the Vehicle in order to retain evidence of its condition once it is parked and before the drop off of the keys. Please be aware that such photographs must clearly show the date and the time in order to be evaluated by Europcar.

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

### **c) Return of the Vehicle during opening hours of Europcar's agency 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 authorized to inspect the Vehicle without your presence and to register your inability or refusal to take part in a mutual inspection.

The same Procedure as the one described above will apply (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 during which You have not provided any news regarding the delay in its return, Europcar shall regard the Vehicle as having been unlawfully appropriated and will be entitled to file a complaint with 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 day during which the Vehicle is kept beyond the rental period, unless You can demonstrate that You no longer have the Vehicle at Your disposal through no fault of your own or that the non-return of the Vehicle resulted through no fault of Your own.
- claim from You compensation for all Damage and losses suffered by Europcar, and 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 the circumstances relating to a breach or criminal offence. Bill You for the administration fees if the Vehicle is returned late.
- Europcar may also 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 differences between the condition of the Vehicle as described when picking it up and that identified upon return, You may have to pay the amount as defined in the rules 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 said 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 on whether or not it is classified as Light Damage:

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- Light Damage (minor damage caused to the Vehicle without altering its rental and capable of being driven in accordance with the rules of the Highway Code such as: light impact on windshield) is charged, in addition to Damage administration fees, according to the Maximum Recommended Tariffs Guide for damaged or missing components and Vehicle loss-of-use costs.
- Any other Damage not included in the Maximum Recommended Tariffs Guide for damaged or missing components mentioned above and / or any other serious Damage (i.e., significant Damage altering the Vehicle's rental and requiring its temporary loss-of-use for repair such as: 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 loss-of-use costs, will also be added to the amount of serious Damage assessed.

You will be invoiced for the cost of repairs — within the limits of the excess amount — and for administrative fees for processing damages, for all vehicles used throughout the rental period. The excess amount will be applied to each item of damage produced to one single vehicle under the same rental contract, following distinct events, a collision of the attempted theft of the same, or upon loss of the vehicle should it be beyond repair or should it prove impossible for us to recover the vehicle following theft.

If You challenge the Damage and the invoicing thereof by refusing to sign the statement of return of the Vehicle, Europcar will apply the procedure described in Article 12)-e) below.

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

If Damage is identified during the inspection of the Vehicle by a Europcar Agent or its representative in Your absence, Europcar will send to You the following documents:

- o statement of return of the Vehicle describing all Damages identified
- o pictures of said Damages
- o An estimate (quote) of the costs of repair of said Damages 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 Damages and the Vehicle loss-of-use.

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 to challenge or provide supporting documents 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>.

You will be invoiced for the cost of repairs — within the limits of the excess amount — and for administrative fees for processing damages, for all vehicles used throughout the rental period. The excess amount will be applied to each item of damage produced to one single vehicle under the same rental contract, following distinct events, a collision of the attempted theft of the same, or upon loss of the vehicle should it be beyond repair or should it prove impossible for us to recover the vehicle following theft.

### **c) Common provisions**

Please note that depending upon the Damage suffered by the Vehicle and the type of protection You have purchased with Europcar (see the Europcar Insurance & Waivers Provisions attached to Your confirmation email or available from

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all Europcar stations agencies and/or on Europcar's websites) You may or may not be charged for the full or partial amount of the cost of repair.

In any case, You will be able to contest any Damage and the invoicing thereof 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 must 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 work on the Vehicle are forbidden without Europcar's prior written authorization. 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 the Vehicle, You are provided with an assistance service, included in the price of Your rental. The terms and conditions of this assistance are set out in Appendix 1 of the present T&Cs.

In case of accident, as soon as You are aware of it and have the opportunity and within five (5) business days at the latest, You shall (i) report the accident to the Europcar pick-up agency 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 with full details of both the incident / 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) business 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 the Recommended Tariffs Guide.

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 with the local police authorities within two (2) business days in addition to the keys and registration papers of the Vehicle if those have not been stolen.



## GENERAL TERMS AND CONDITIONS OF HIRE

### 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 several installments depending on the situation.

- You may decide to prepay (prepayment of your booking made online or at the Europcar agency) Your rental which will include the daily rental charge of the Vehicle and accessories for the Rental 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 prepaid amount and the amount of 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 fines or Damage caused to the Vehicle identified in Your absence, these costs and the applicable administration fees will be charged to You at a later date when Europcar becomes aware of them.
- In this respect, You will have a fourteen (14) day period starting from the date of sending (by email or regular letter) of the billing notification to contest and provide supporting documentation that You are not the cause of the fees. If you fail to contest or provide supporting documentation within the aforementioned period, the resulting 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 You are not a Consumer (as defined in Article 2 of Directive 2011/83/EU, i.e., “any natural person who, in contracts covered by this Directive, is acting for purposes which are outside his trade, business, craft or profession”), You explicitly agree that :
  - You will be liable for late payment penalties at a rate equal to the interest rate applied by the European Central Bank’s refinancing operation increased by 10 percentage points, and a €40 recovery allowance 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.

## GENERAL TERMS AND CONDITIONS OF HIRE

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

#### a) Modification

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 and a new mileage rate 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 to modify Your booking.

Alternatively, You can call our Call Center at +33 (0) 825 358 358 (€0.15 /1min from a land line, inclusive of VAT) or +33 (0)1 70 39 89 86 (price of a local call made from France, excluding any supplementary cost that may be applied by your operator).

#### b) Cancellation and No show

- **Cancellation** - 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**.
- **Late cancellation** - If You cancel giving Europcar less than 48 hours' notice, **a fee of up to €50 may be applied. The amount of this fee shall not exceed the price of Your rental.** In the case of a prepaid booking, the prepaid amount will be refunded minus a late cancellation fee. In the event of a non-prepaid reservation, the fee will be deducted from the payment card You have provided. In case of a non-prepaid reservation and in the absence of any payment card details provided, You remain liable for the late cancellation fee.
- **No show** - If You have not cancelled Your booking and fail to come to the Europcar station agency to pick up the Vehicle at the due time, **a no show fee of up to €95 may be applied. If the price of Your rental is lower than the no show fee, the no show fee's amount will not exceed the price of Your rental.** In case of a prepaid booking, the prepaid amount will be refunded less the no show fee. In the event of a non-prepaid reservation, the fee will be deducted from the payment card You have provided. In case of a non-prepaid reservation and in the absence of any payment card details provided, You remain liable for the no show fee.

#### c) Delay

If You have prepaid Your Booking online and/or provided Your payment card details, Your departure station agency undertakes to provide You with the chosen category of Vehicle until its closing time.

In the specific case of a Train Station or Airport, if the train or flight number is not provided in the reservation, in the event of a delay, Your departure station agency undertakes to provide You with the category of Vehicle chosen until one hour after its closing time.

If you have not prepaid Your booking online and/or not provided Your payment card details and Your identification data (address, driver's license number, train or flight number...), Your departure station agency cannot guarantee that a Vehicle will be available beyond two (2) hours from the booking time scheduled during business hours.

#### d) Force Majeure

For the purpose of this section, You shall not be held liable for failure of or delay in performing Your obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labour dispute, government

## GENERAL TERMS AND CONDITIONS OF HIRE

sanction, blockage, embargo, or failure of electrical service, or any other causes or circumstances beyond Your reasonable (direct or indirect) control (*Force Majeure*).

No fee will be applied in the event of a cancellation of the booking or failure to pick up the Vehicle due to a case of *Force Majeure*.

Please note that strikes, delays or cancellations of Your means of transport (train, plane, etc.) are not considered events of *Force Majeure* and do not exempt You from additional costs for late cancellation or no show.

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

In case You want to extend the Rental Period shown on Your Rental Agreement You may:

- For any extension of less than 24 hours, either give a call to the Europcar agency of check-out or go to the Europcar agency of check out
- For any extension longer than 24 hours, You must:
- Inspect 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 above mentioned conditions, the rules set forth in Article 11 ("*What procedures are being applied when returning the Vehicle*") will apply.

### 18) WHAT IS THE FUEL POLICY?

The rules applicable to fueling and refueling of a Vehicle depend on the country of rental and the type of rental product you have selected. Please check carefully the rules applicable for every rental you make. Please ask Europcar's agent for details of all available options when you collect the Vehicle.

All Vehicles are supplied with a full tank of fuel at pick up. Two options may then be made available to You:

#### FULL TANK OPTION

- At pick up you pay for the price of a full tank of fuel. The price 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 refueling the Vehicle, Europcar will not reimburse you for any unused fuel.

#### FULL TO FULL

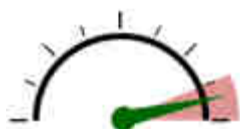
- We provide you with a Vehicle with a full tank of fuel
- You return the Vehicle with a full tank of fuel <sup>(1)</sup>
- You pay nothing for either refueling service charge or fuel <sup>(2)</sup>

<sup>(1)</sup> At return, to consider the tank as full, different rules are applied depending on the kilometers driven during the rental.

- **You drove less than 100 km:** A valid station ticket will be asked as a proof of refueling to justify that the tank is full.

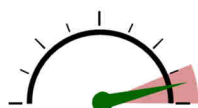
## GENERAL TERMS AND CONDITIONS OF HIRE

- **You drove more than 100 km:** The visual level of the gauge will be used as a proof of full tank. The tank is considered full if the fuel gauge is at maximum level (8/8).
- A ticket is considered valid **as regarding the refueling date, the location of the petrol station and the amount refueled.** You should refuel a tank at a petrol station situated no more than 25 kilometers from the Europcar's agency of return of your Vehicle. Please ask Europcar's agents at the agency for additional information on ticket validity.
- <sup>(2)</sup> **If the tank is not full,** you will be charged for fuel following two methods of refueling charges calculation depending on the kilometers driven during the rental. Please note that the price per liter and fuel type will be communicated by Europcar's agents at the agency when returning the Vehicle.
- **You drove less than 100 km:** You will be charged based on the average consumption of the Vehicle for the distance driven during the rental. The average consumption is expressed for 100 km and depends on the Vehicle model. Please ask Europcar's agents at the agency for additional information on average consumption of the Vehicle model that You rent.
- **You drove more than 100 km:** You will be charged based on the visual level of the fuel gauge. The calculation is based on the missing 8<sup>th</sup> expressed by the gauge if the gauge is divided in 8 levels or according to the scale indicated on the gauge. If the needle is between 2 graduations, the missing 8<sup>th</sup> will be calculated based on the closest graduation. If the needle is precisely in the middle of 2 graduations, the missing 8<sup>th</sup> will be calculated based on the highest graduation (in Your favor). For example you will not be charged in case the vehicle is returned with the gauge at or above 7.5. See below for an example of fuel charge calculation.
- If the gauge is between 7 and 8 when returning the Vehicle, You will be billed to the closest missing 8<sup>th</sup>.
- E.g.: if the gauge indicates 7.3 when returning the vehicle, you will be billed for one-eighth.



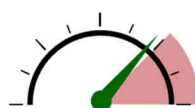
- If the gauge is below 7 when returning the Vehicle, You will be billed to the closest missing 8<sup>th</sup>.

E.g.: if the Vehicle is returned at 5.8, You must pay two-eighths.



If the gauge is between 7 and 8 at return, you will be charged if the gauge is closer to 7

e.g. if the vehicle is return at 7,3 you are charged for one 8<sup>th</sup>



If the gauge is under 7 at return, you will be charged **to the closest missing 8<sup>th</sup>**

e.g. if the vehicle is returned at 5,8 you are charged for two 8<sup>th</sup>

**Regardless of the refueling charges calculation method:** If more than seven liters are missing when You return, You will be charged for an additional refueling service charge (please refer to the Recommended Tariffs Guide). If less than seven liters are missing when You return, you will not be charged for an additional refueling service charge

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

## GENERAL TERMS AND CONDITIONS OF HIRE

When You pick up the Vehicle, You grant a credit card authorisation up to the amount of the deposit. You may also pay the deposit by bank check at all Europcar stations agencies that accept them, provided that Europcar obtains a guarantee of check authenticity from an external provider. This transaction is performed at the Europcar station Agency desk.

The amount of the deposit depends on the category of the vehicle booked:

- EUR 300 if You rent a Passenger Vehicle
- EUR 800 for a Commercial Vehicle or if You rent with Keddy by Europcar

The deposit will cover additional costs incurred during the rental term. Europcar will refund you the deposit at the return of the Vehicle if no costs additional incurred.

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 Rental Agreement.

The deposit shall be released at the end of your Rental Agreement if no other costs are payable owed.

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

If You are a foreign renter holding a Visa or MasterCard (with a base currency other than the currency of the rental country), 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 will include the exchange fee (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 technical reasons Europcar was to be unable to provide this service or if a You hold a Visa or MasterCard designed to pay in Euros, then the conversion into the base currency of the card will 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 to 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 Rental 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 at the agency or via an asterisk online.

Europcar stores Your personal data only 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 the agencies of the Europcar group companies, their franchisees and partners, the authorities, in particular in the event of traffic offenses. Some of the recipients of the collected data may be located

## GENERAL TERMS AND CONDITIONS OF HIRE

outside the European Union or in countries where legislation concerning personal data does not provide a sufficient level of personal data protection equivalent to French legal standards and European laws and regulations in force and the recommendations of 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. This transfer is necessary for the proper performance of your rental contract and will be subject to appropriate safeguards through the use of standard contractual clauses issued by the EU Regulation no 2019/679 dated 27 April 2016 "General Data Protection Regulation" (GDPR any subsequent amendments).

In accordance with applicable law, You have the right to access, rectify, and delete data relating to You; You have the "right to be forgotten", the "right to object to data processing", the right to "data portability" and the right "to establish instructions for the management of your personal data post mortem". You can exercise this right by sending your request through a simple letter to the following address: *Europcar France Service Relation Client, Bâtiment L – Parc d’Affaires « Le Val Saint Quentin », 2 rue René Caudron, 78960 Voisins le Bretonneux, France* or by email at [espace.relationclient@europcar.com](mailto:espace.relationclient@europcar.com) or, for general questions, to the Data Protection Officer at [privacyinformation-france@europcar.com](mailto:privacyinformation-france@europcar.com)

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

In this respect, You are made aware that Your personal data may be communicated to the local police authorities at their request in case of any traffic 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, may be transmitted to be shared among companies which are members of this Branch, enabling them to legitimately 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 affected 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, France).

### 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. By agreeing to these T&Cs, You give your consent to the use of these electronic devices.

In accordance with applicable law, You have the right to access, rectify, and delete data relating to You; You have the "right to be forgotten", the "right to object to data processing", the right to "data portability" and the right "to establish instructions for the management of your personal data post mortem". You can exercise this right by sending your request through a simple letter to the following address: *Europcar France Service Relation Client, Bâtiment L – Parc d’Affaires « Le Val Saint Quentin », 2 rue René Caudron, 78960 Voisins le Bretonneux, France* or by email at [espace.relationclient@europcar.com](mailto:espace.relationclient@europcar.com) or, for general questions, to the Data Protection Officer at [privacyinformation-france@europcar.com](mailto:privacyinformation-france@europcar.com)

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 Your request by regular mailto: *Europcar France Service Relation Client Batiment L – Parc d’Affaires “Le Val Saint Quentin”, 2 rue René Caudron, 78960 Voisins le Bretonneux France.*

## GENERAL TERMS AND CONDITIONS OF HIRE

### 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 where the Vehicle was rented. For instance, if You rent the Vehicle in France, the applicable law will be French law. However, if You rent a Vehicle in Germany then Your rental will be subject to German law.

#### b) Customer Relation Service

Wherever Your rental took place You can choose to consult with the departure agency where You rented the Vehicle or the Customer Relation Service department in Your country of residence.

Your Customer Services team will contact the rental country on Your behalf and try to resolve Your query.

You can contact Customer Relation Service at the following address and telephone number:

- 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) 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 during the Rental Period 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 mail:

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 was raised beforehand in the country of rental and/or Your country of residence.



## GENERAL TERMS AND CONDITIONS OF HIRE

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 - the country in which the reservation is made must be different from that in which the actual rental took place. If your complaint concerns a non-cross-border rental, 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 between You and Europcar shall be subject to the jurisdiction of the Versailles Commercial Court (or, when it is a Europcar Franchisee, the competent court of the place of its registration).

### **g) Contractual documents**

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

- the Rental Agreement, and if applicable its special terms and conditions (the document signed by You at the time of the check-out or the first day of rental)
- the confirmation email (where You have prebooked Your rental online)
- the General Insurance and Waiver Terms and Conditions
- the Recommended Tariffs Guide;
- these General Terms and Conditions of Hire 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 EUROPCAR FRANCE'S VEHICLES?**

Securitifleet SAS, Securitifleet GmbH, Securitifleet SL, Securitifleet S.p.A. and Goldfleet SAS own or will own a substantial part of the fleet leased by Europcar France SAS to its customers in accordance with these general terms and conditions and have granted a pledge on their vehicles to Crédit Agricole Corporate and Investment Bank and its successors and assignees. For the purposes of this pledge, Europcar France SAS has been designated as an "agreed-upon third party" in accordance with Article 2337 of the Civil Code.

Consequently, if Securitifleet SAS, Securitifleet GmbH, Securitifleet SL, Securitifleet S.p.A. or Goldfleet SAS is designated on the registration certificate, a copy of which has been given to you as the owner of the rented vehicle hereunder, the return of any vehicle by a Europcar France SAS customer must be made to Europcar France SAS in its capacity as an agreed-upon third party or, where applicable, to any other entity that may be substituted in this capacity and in no case to Securitifleet SAS, Securitifleet GmbH, Securitifleet SL, Securitifleet S.p.A. or Goldfleet SAS. For further information, please contact Europcar France's legal department at the following address: Europcar International, Service Juridique, 13 ter Boulevard Berthier, 75017, Paris, France.



## GENERAL TERMS AND CONDITIONS OF HIRE

### APPENDIX 1 – ASSISTANCE TERMS & CONDITIONS

For the duration of the Rental Period as agreed with Europcar, provided that You are not in any of the exclusion cases listed below, You have the benefit of around-the-clock breakdown service linked to the use of the Vehicle.

Assistance services are provided by the following companies:

- **Fragonard Assurances SA** with a share capital of €37 207 660 - whose office located at 2 rue Fragonard, Paris, France and registered with the Registry of Trade and Companies of Paris under number 479 065 351
- **AWP France SAS** with a share capital of €7 538 389,65 whose office located at 7 rue Dora Maar, Saint-Ouen, France and registered with the Registry of Trade and Companies of Bobigny under number 490 381 753

The Assistance service comprises, among 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 been involved in an accident or has broken down and cannot be repaired on the spot,
  - Locating a replacement Vehicle within a radius of 50 Km, if the Vehicle cannot 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 150 in taxi costs)
  - If no replacement Vehicle can be identified:
    - either a hotel room with breakfast for one night (excluding restaurant costs), up to €85 (inclusive of VAT) per beneficiary.
    - or transportation by taxi, train, or plane (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, excluded are:**
  - Assistance for Vehicles rented in mainland France that do not respect the territoriality rules defined in point 3) Where can I drive the vehicle?
  - Assistance of Commercial Vehicles rented in France and driven abroad.

## GENERAL TERMS AND CONDITIONS OF HIRE

- Any incidents or damage resulting from taking part in sporting events, rallies or any type of competition.
  - 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
  - Rallies or any type of competition
- 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
    - States resulting from drug use, uncontrolled narcotics and alcohol
    - Search and rescue costs on the sea or in the mountains
    - Stays in nursing homes and spa treatments

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



Version 03/2019

## **Specific conditions applying to the rental of Campervans, in addition to the application of Europcar Bretagne General Rental Conditions**

### **PAYMENT AND DEPOSIT**

Prepayment by credit card will be required at the time of reservation. A deposit of two thousand (2,000) euros in the form of a bank pre-authorisation will be required, by credit card, before departure.

### **EXCESS AMOUNTS**

The basic rental cost includes the following mobility services:

- Medical assistance
- Technical assistance for the vehicle
- Third party automobile liability coverage
- Damage coverage capping your liability limit at the amount of the Non-Refundable Excess payment (2,000 euros)
- Theft coverage capping your liability limit at the amount of the Non-Refundable Excess payment (2,000 euros)
- Mileage indicated in the selected rate.

The upper parts - including the canopy and the retractable roof (body extension) - and lower parts, as well as the interior of the vehicle and the canvas of the pop-up roof are not covered by the insurance, even if Medium or Premium Insurance is purchased. Similarly, in the event of damage to the upper parts of the Campervan resulting from a poor assessment of its dimensions, the renter's financial liability is unlimited, even if the excess amount reduction option (Premium or Medium) has been purchased.

### **RENTAL PERIODS**

For rentals in July and August, the minimum rental period is one week (7 days / 6 nights), from 2 p.m. Saturday to 10 a.m. Saturday. There will be no refund in the event of early return of the vehicle. No time extensions will be accepted without our prior agreement.

**In the event of return after the time indicated in the Rental Agreement, late charges will be charged on the basis of one billing day per four (4) hours of delay.**

### **WHO CAN DRIVE THE VEHICLE**

The Authorised Driver of the vehicle is any person who fulfills all of the following conditions:

- He/she is expressly designated and fully identified in the Rental Agreement (this may also be the person who pays for the Rental Agreement);

- He/she presents a valid driving licence and/or identity document (national identity card or passport) ;
- He/she holds a driving licence valid during a period that varies according to the class of vehicle and the law in force in the country of rental and/or the age of the driver;

Vehicle Class	Minimum duration of French driver's licence (from the date it is obtained)
Campervan	5 years

### VEHICLE CONDITION

The Campervan shall be returned in the same condition that it left, including cleaning of the interior and of the equipment provided.

The renter is responsible for routine maintenance and cleaning of the vehicle:

- Interior cleaning
- Topping up of water and natural gas during the rental period. The purchase of a gas cylinder, if necessary, will be reimbursed upon return of the vehicle upon presentation of the receipt.

If the vehicle is not returned **clean inside**, the renter will have to pay a lump sum of two hundred and fifty euros (€250) for cleaning.

### RETURN

Return times:

**Return of the Campervan must take place exclusively during the normal operating hours of the Europcar Bretagne station.**

Unless otherwise agreed in writing by Europcar Bretagne, pickups take place between 2 p.m. and 6 p.m. and returns between 9 a.m. and 10 a.m. Vehicles must be picked up and returned at the same location. Return of the Campervan must be made exclusively during the normal operating hours of the Europcar station, including in the event of lateness by the renter.

**The renter is liable for the Campervan until it has been returned to the station.**

### CANCELLATION

Any total or partial cancellation of the rental caused by the Renter shall result in the immediate payment, as a penalty, of the following charges:

- more than 45 days before taking possession of the Vehicle: no charge;
- between 45 days and 21 days before taking possession of the Vehicle: 30% (thirty percent) of the total price of the reservation;

- less than 21 days before taking possession of the Vehicle: 50% (fifty percent) of the total price of the reservation;
- Less than 7 days before taking possession of the Vehicle: 100% (one hundred percent) of the total price of the reservation.

**Failure by the Renter or the Driver to present himself/herself on the day of taking possession of the Vehicle shall result in payment of the total price of the reservation by the Renter.**

## **MODIFICATION**

You may modify your reservation free of charge, subject to availability on the requested dates, provided that you inform Europcar at least 21 days before the beginning of the day of the rental.

You hereby acknowledge that new rental prices may apply: any modification of your reservation or agreement will result in a new fare and a new mileage charge. If you modify your reservation, you are required to use the same communication channel to modify your reservation as the one you used in the first reservation of the vehicle.

## **VEHICLE UNAVAILABILITY**

In the event that Europcar Bretagne is unable to rent the vehicle to the renter on the scheduled rental date, the rental firm undertakes to fully reimburse the sums received as prepayment paid by the renter, **without financial loss to the renter.**

## **GENERAL CONDITIONS RELATING TO ASSISTANCE**

During the duration of the Rental Period agreed to with Europcar, you shall have 24-hour breakdown service connected with use of the Vehicle.

The Assistance Service includes, among other advantages:

- Assistance to persons in the event of (physical) injury/harm resulting from an automobile accident
  - o Contacting medical services,
  - o Transportation of a sick or injured patient, depending on medical needs and the decision made by the assistance service physicians,
  - o Costs of transporting a person to a hospital when a beneficiary has been hospitalized, if the latter is unable to be transported for at least 3 days,
  - o An advance (repayable within thirty (30) days) in an amount of up to 6,100 euros meant to cover medical expenses in the event of hospitalisation in a country other than the one in which the beneficiary normally resides (a deposit will be required if the beneficiary is not registered with the French social security system),
  - o Repatriation of the remains to the country of residence in the event of death during the rental,
  - o In the event of criminal proceedings against you (outside of your country of residence) due to an accident: advance payment of a deposit (to be reimbursed within a maximum of 30 days) up to a maximum of 7,625 euros and expenses up to 763 euros.

- Technical assistance for the rented Vehicle

- o In the event of a breakdown, if the vehicle cannot be repaired on site, the assistance service shall organise and defray the costs of towing to the nearest vehicle dealer or accredited manufacturer's agent for the vehicle make

- o Organisation and payment of the costs of repairing a Vehicle that has been involved in an accident or has broken down and cannot be repaired immediately,

- o Search for a replacement Vehicle (5-seat vehicle) within a 50-km radius, if the Vehicle cannot be repaired immediately (N.B.: the rental agreement will continue to run until the last day of the initially agreed rental),

- o Transportation of the beneficiaries to the rental station where the replacement Vehicle is located (up to 150 euros for taxi fares).

- o If no replacement Vehicle can be identified:

Either a hotel room for one night (excluding meal costs), up to a maximum of €85 (all taxes included) per beneficiary, or transportation by taxi, train, or air (when only such means can be used) to the domicile or the destination in France or to the French point of departure for non-residents, up to a maximum of one hundred (100) euros (all taxes included) per beneficiary.

#### Exclusions

- With regard to assistance relating to the rented Vehicle, the following are not covered:

- o Any incident or Damage resulting from participation in sporting events

- Driving on roads, lanes, rural routes and trails unsuitable for motor vehicles.

- o The costs of crossing by boat,

- o Battery charging costs and tolls

- o Customs fees

- o Repair costs due to participation in rallies or any type of contest.

- With regard to assistance to persons in the event of (physical) injury/harm resulting from a motor vehicle accident, the following are not covered:

- o Pregnancy, except for unforeseen complications and, in any event, not beyond the 36th week of pregnancy (\*)

- o Convalescence and illnesses undergoing treatment and not yet stabilised

- o Pre-existing illness diagnosed and/or treated that required hospitalisation during the six months preceding the request for assistance

- o Travel undertaken to obtain a diagnosis or treatment

- o Suicide attempts

- o Conditions resulting from the use of drugs, non-medically prescribed narcotics, and alcohol,

- o Search and rescue costs at sea or in the mountains

- o Stays in nursing homes and thermal cures.

\*The reference to the 36th week of pregnancy is in accordance with the recommendations of IATA airlines.