Prepayment Terms and Conditions

This Europear Prepayment Confirmation is subject to the following terms and conditions (the "Terms"). If the customer does not agree to these Terms, the customer may cancel this reservation as provided in Section 5 below. Otherwise, the customer acknowledges having read and understood these Terms and agrees to be bound by them.

- 1 Prepaid rates are strictly non-discountable and cannot be combined with any other promotional offer. The Europear Prepayment Confirmation is not transferable.
- 2 Rates exclude all applicable charges which are not expressly mentioned on the Europear Prepayment Confirmation as included, and any optional additional services for which the customer may be liable. A valid major credit card must be presented to the Europear rental counter at time of pick-up to cover any additional anticipated charges not covered by the prepayment amount. An authorisation will be obtained at time of rental and only on return of the vehicle will the corresponding charges be posted to the credit card.
- 3 In some countries, a non-waivable amount may apply if the vehicle is stolen or damaged, for whatever reason, even if Collision Damage Waiver, Theft Waiver and/or Loss and Damage Waiver has been purchased or are included in the rental charges.
- 4 The customer may amend its reservation free of charge up to 48 hours before the check-out start date and time, by using the same booking channel that the one used for its reservation or by contacting our <u>local Call Centre</u>. Amendment to the reservation may affect the rental rates and may require a new Europear Prepayment Confirmation to be issued.
- 5 The customer may cancel its reservation by using the same booking channel that the one used for its reservation or by contacting our <u>local Call Centre</u>. Cancellations made through the Europear reservation web site will take effect at the date and time the cancellation is successfully recorded in the Europear reservation system. A cancellation confirmation shall be sent to the customer. The customer may cancel the reservation free of charge up to 48h before the check-out start date and time; Pre paid reservations, that are cancelled 48 hours prior to pick-up, are fully refunded unless a fee of 50.00 Euros, or 45 Pounds Sterling, or 59 Swiss Francs, or 63 US Dollars.
- 6 If the amendments to the reservation are not done according to Article 4, no refunds shall be given for unused days for rentals ended early (i.e. the customer returns the vehicle before the end of the agreed rental period) or late collections, if the customer fails to collect the vehicle on the rental start date or cancellations made after the due rental start date.
- 7 All rentals are subject to standard terms and conditions of the Europear Rental Agreement in effect at the time and place of rental. Minimum rental age and pre-requisites to drive a Europear vehicle may vary from country to country and by car category.
- 8 All drivers must have a valid driver licence in effect at least one year (or more according to the renting country and the car category) prior to the rental start date and present it to the Europear rental counter at the commencement of the rental. A valid major credit card must be presented at time of rental as provided in Section 2 above.
- 9 Only a car category can be confirmed. Specific make/model preferences are subject to availability at the time of rental.
- 10 Rental days are based on 24-hour periods commencing at the time of pick up. Additional day charges

will apply if the Europear vehicle is kept longer than specified (additional days begin after a 30-minute grace period and will be billed at the available public rate).

- 11 All drivers are informed that any information is supplied voluntarily in order to provide the car rental service and will be stored on a computerised database that all drivers can consult at any time to review and rectify his/her personal data on request to the Europear Sales Administration Department of its country of residence.
- 12 Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set out in this article may not apply. In particular, nothing in these terms and conditions shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of Europear. You expressly acknowledge and agree that Europear, its officers, directors, employees shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Europear has been advised of the possibility of such damages), resulting from the booking and prepayment. These terms and conditions have been issued under French law and are accessible on www.europear.com hosted on French territory. French law is applicable, and the Paris Courts have jurisdiction, to the extent provided for under Article 5-1 of the Rome Convention of 1980 and Articles 14 and 15 of the Brussels Convention.