# **Online Booking Terms and Conditions**

We ask you to read our Online Booking Terms and Conditions as well as our General Rental Terms as you will be asked to confirm that you have read and understood these before your booking can be confirmed. If this is your first rental experience with Europear we recommend that you read our Car Rental Guide and associated links for more detailed information. If you intend to rent in a new country of destination please look at the Specific Rental Terms for that country.

Following these guidelines will help you to: understand what you can expect from us; get the key information that will help you to organise your rental and trip; understand what we need from you in order to complete your booking successfully.

## **I. Online Booking Process**

The following are the main steps to making an online booking:

(i) First Step: Selection of the service Enter your rental criteria in the online booking form including rental dates, rental locations and choice of vehicle.

(ii) Second Step: Europear's offer Based on the criteria you provide, Europear will provide you with an offer matching your needs in the form of a detailed recapitulation. The 'offer' is legally defined as: - a service which includes a selected vehicle category available for a chosen duration with selected options (if any) - a rate which can be either a prepaid rate or a pay on arrival rate - some terms and conditions.

(iii) Third Step: Acceptance of the offer You will be asked to accept the Europear offer.

(iv) Fourth Step: Confirmation You will then be asked to confirm this acceptance.

(v) Fifth Step: Europear notification Europear will send you confirmation including the reservation number. The confirmation notice will include the details of your reservation.

# II. Confirmation of Reservation by Europear

At the end of the booking process you will be taken to the "Reservation Confirmation" page; the reservation number will be highlighted. You will also receive a confirmation email containing the details of your reservation. Please print these and keep them for your records.

### **III. Reservation constraints**

#### Booking Date:

- we can accept bookings for same-day rental with at least **2 working hours** advance notice; - we can accept bookings for rental made up to 15 months in advance.

#### General Minimum Rental Duration:

- The minimum rental period is 1 day (some exceptions are hourly rentals). 1 day is interpreted as a

period of 24 hours. Included in this 24 hour period is the time wherein you collect and return the rental vehicle. - Most rentals of less than 24 hours will be charged a full day's rate. Certain vouchers and promotional rates require a specific minimum to qualify. Please consult the terms and conditions for the promotion or voucher in question.

#### Maximum Rental Duration:

- we can accept bookings for a maximum rental duration of 84 days.

#### IV. Rates

Your Europear rental quote takes into account all mandatory charges corresponding to your reservation criteria. This quote generally includes the following items:

- Value Added Tax or any other local tax
- Unlimited Mileage, or if this is not the case, the clear number of kilometres/miles included, with the cost of each extra kilometre/mile
- Premium station surcharge
- Road tax and licence fee surcharge
- Third party liability insurance
- Collision Damage Waiver ("CDW")
- Theft Waiver ("TW")

CDW and TW may be merged together in Loss Damage Waiver ("LDW") in some countries.

An excess amount displayed at time of reservation indicates the maximum amount of money you are liable for in the event of damage to or theft of the vehicle. This excess amount may be waived in some countries by purchasing optional additional protection at time of rental.

The list of these charges are printed on the reservation confirmation

The rates are guaranteed for the rental associated to the confirmed booking.

Additional charges to your basic rental rate may include:

- Additional Driver charge: when there is more than one driver associated with a rental, the second, or subsequent, driver is referred to as the additional driver. There may be a charge applied for each, or all, additional drivers.
- Young driver surcharge: see our section "Insurance and Protections".
- Premium Location / Airport / Railway Service Charge: an additional charge which applies at certain central-city, airport, or railway locations
- Any additional equipment: please review our section Special Car Equipment
- After hour service: If you pick up or return the car outside the normal opening hours, some countries may bill "after hours service". Please check at reservation and/or check out time.
- Full tank option: in some countries, you have the choice of pre-paying your refuelling service.
- Damages & Theft: up to the limit of the waiver excess if this protection has been subscribed to, otherwise up to the limit of the vehicle's value.

# V. Payment / Credit card

### A. Payment

"Book and Pay now" - On line booking - Prepayment (payment at the time of booking):

When opting for "prepaid rate(s)" online, payment of the full estimated amount will be required at time of booking.

"Book and Pay at station" - Payment at station

Certain credit card companies may not be represented in the country where the rental takes place. We recommend that customers verify the credit card acceptance rules in the "Europear Specific Terms Per Country of Rental" in advance.

### B. Means of payment

Payment can me made using the following means of payment:

- Credit card(s):

Credit cards usually accepted within Europear are "American Express", "Diners Club", "Mastercard" and "Visa"

### Warning

Payment using credit(s) card(s) is (are) accepted in accordance with the limits authorised by your credit card issuer;

The credit card holder (in case of a prepaid booking) must be identified as the renter (the "Main driver" to be mentioned on the rental agreement). Such person must present his/her credit card (identified with the same name) at time of "Check Out".

- Debit card(s):

Warning: Debit card(s) are NOT accepted at time of reservation or rental except:

- "Visa Electron" card(s) that are accepted for online payment at some rental destinations.

Warning: Customers who do not possess any other credit card in addition to the "Visa Electron" must ensure their account holds sufficient funds for the deposit to be charged at "Check-out".

- Cash/cheque:

Payments in cash or by cheque can only be made:

- for domestic rental:
- for rentals of vehicles classified as "Lowest categories" (such as: "Mini" or "Economy").

Payments in cash or by cheque are furthermore subject to:

- additional references;
- maximum ceiling amount;

as set forth in the relevant "Europear Specific Terms Per Country of Rental" (please see the relevant "Europear Specific Terms Per Country of Rental").

C. Deposit - Transaction authorisation

During the rental

At time of "Check-out":

At time of "Check-out" - after confirmation or amendment of the booking details with the customer - Europear estimates the amount required for authorisation and requests an electronic authorisation from the card holder's issuing bank (the "Deposit").

The authorisation procedure allows Europear to assess the final transaction amount and receive the protection of an authorisation before the start of the rental period. It confirms that the card holder's bank account is valid and within the available spending limit.

Warning: Amount of deposit depends on the local policy of the "Check out" station(s) and may vary from one country to another (it is strongly recommended that customers consult the relevant "Europear Specific Terms Per Country of Rental"). From a general perspective it may be underlined that:

- The amount of deposit usually covers:
- the vehicle rental agreement period;
- the vehicle rental rate per day including tax;
- possible mileage charges;
- additional equipment(s) and services customer has selected.
- The amount of deposit stays valid for the length of the rental agreement period. For rental agreements longer than thirty (30) days, a new estimated authorisation for each periodic amount is requested by Europear from the card holder's bank account

The amount of deposit subject to authorisation is expressly mentioned on the rental agreement.

At time of "Check-in":

If the final charged amount for the car rental services rendered is below the authorisation amount at time of "check-out" then an additional authorisation shall be requested to cover the amount due.

## VI. Qualification at time of rental: Documentation & age limit

For important information concerning age limits, driving licences and other requested documents, please read our General Rental Terms and Specific Terms per country.

# VII. Changes to reservation: Modification / Cancellation Policy

If you have not prepaid for your rental then you may modify or cancel your rental free of charge up to the time of pick up. You simply need to click on the « Modify / Cancel link » in the Concierge Service or MY Europear sections.

Please note that you must be logged on under the same Europear driver ID under which the reservation was made in order to modify, cancel, or delete reservations. You will not be able to amend online reservations made or modified via our Reservation Service Centre, Travel Agency, or reservations made using a Europear driver ID if you are not logged on under the same Europear driver ID.

In the case of prepaid reservations, modification/cancellation fees may apply: you will be notified at the time of modification/cancellation. The amount initially charged will be refunded on your credit card number if the required notice is given (see Prepayment Terms and Conditions, paragraph 5).

# **VIII. Guaranteed reservation Policy**

The Europear rental location (check out location) is required to provide, within a given period, the requested vehicle category as confirmed at time of booking and subject to the renter meeting rental requirements.

A confirmed reservation is guaranteed for one of the following periods until the closing time of the rental location on the given date:

- For one (1) hour after the due check out time for the standard level of service,
- For two (2) hours for the Ready service at a Ready rental location,
- For three (3) hours for First cardholders at any rental location,
- For no limit of hours for any prepaid booking.

At airport rental locations the reservation is guaranteed - for all service levels - for one (1) hour after the actual flight arrival time if the reservation has been quoted with a flight number, subject to the following exception:

When a reservation has been quoted with a flight number and the flight has been delayed after the due closing time of the station, some Airport rental locations may remain open until the flight's arrival up to a maximum of 2 hours according to the same rules as defined above.

An after-hours charge may apply.

After the guaranteed period and prior to no-show listing

One, two or three hours (according to the service level) after the due check out time and until the reservation is listed as a no-show (closing time of the rental location), Europear will make its best endeavours to provide the requested car category.

If this is not possible, an alternative will be presented to you and, if you agree, another car category will be delivered and charged (new rate may apply), subject to your meeting the rental requirements

# IX. Liability - Applicable Law Competent court

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 will 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 will 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 online booking.

These Terms and Conditions have been issued under French law and are accessible on www.europcar.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

### X. Failure to Collect the Vehicle "No Show" fee

If you qualify for the "guaranteed reservation hold", did not cancel your reservation up to 48 hours (for prepaid and non-prepaid reservations) prior to the due pick up date and time (Please refer to "Changes to Reservation: Modification/Cancellation Policy", paragraph 7) and fail to collect your vehicle prior to the closing time of the station (or up to 12:00 (noon) the day following the due check out time for the 24/7 stations) - a fee of EUR 95 or equivalent in local currency (e.g. GBP 85) — will be charged by Europear. This amount will be charged either in local currency or in your card billing currency, where applicable and at the exchange rate & conditions valid at time of transaction.

# XI. Force Majeure

Neither party shall be liable for failure in its performance hereunder caused by any case of Force

Majeure. "Force Majeure" shall be considered - as defined by the applicable regulation(s) - as any irresistible or unforeseeable event, independent of the party suffering of the case of Force Majeure, which prevents this party from fulfilling its obligations.

So that in the case:

- of a prepaid booking; the transaction will be cancelled, and the renting station will refund to you the prepaid rental charge that has been collected. The renting station will have no further obligations with respect to the transaction; - of a guaranteed reservation; the reservation will expire, a No Show fee will not be charged to you and the renting station will have no further obligations with respect to the transaction.

## **XII. Privacy Policy**

Please see our privacy policy.

### XIII. Online Check-in Terms & Conditions

Online Check-in is a new Europear free service that will speed up the rental process at the rental location.

By activating Online Check-in you can:

- Allow Europear to prepare the paperwork needed for your rental with certain information about your booking (such as credit card for deposit and customer details)
- Enjoy faster service at the rental location thanks to the dedicated Ready service counter. Most major Europear stations are equipped with a dedicated Ready Service counter. However, in the case where there is not a specific counter, Online Check-in customers will be processed with priority.

Your booking will be eligible for Online Check-in if:

- You've selected the pay online option
- Booking was made with a Europear ID (either you were logged in or you created your Europear Id successfully during the booking).
- You are renting in one of the following countries: France, Germany, Italy, Spain, Portugal, Belgium, UK, Australia, New Zealand, Switzerland.
- You are renting at a participating rental location in one of these countries (you will only be proposed the service at participating rental locations)
- No additional drivers were added at the time of booking (you will of course be able to add some drivers at the rental location)
- All elements of your booking have been confirmed.

At the rental location, you will simply have to show the credit card you used for your booking, your driver license as well as a valid ID, sign your rental agreement and go!

### XIV. Residents of USA and Canada

Rates exclusive of Collision Damage Waiver and Theft Waiver are proposed exclusively to residents of USA and Canada because of credit card coverage available for US and Canadian card

# holders.

You must have proof of residency in order to book rates exclusive of Collision Damage Waiver and Theft Waiver.