

# **Business Create an Online Account Special Terms and Conditions**

## **I-PREAMBLE**

The present special terms and conditions (the '**Special Conditions**') regarding the Europcar business offer (the "**Offer**") are issued by Europcar Group UK Limited a company registered in England and Wales under company number 1089053 whose registered office is at James House, 55 Welford Road, Leicester LE2 7AR ('**Europcar**').

These Special Conditions are concluded between Europcar and any company that wants to benefit from the Offer (the "**Business Customer**"). These Special Conditions shall take effect from the date the Business Customer registers online for the Offer.

Europcar's standard terms and conditions of hire ('**T&Cs**') will apply to all vehicles hired pursuant to the Offer in accordance with section 3.2 below.

Europcar reserves the right at any time to modify these Special Conditions, subject to compliance with the domestic public policy provisions applicable to ongoing contracts. The current Special Conditions are accessible, in English, at any time on the Internet website [www.europcar.com/business/register-online](http://www.europcar.com/business/register-online)

## **II-PURPOSE**

The purpose of these Special Conditions is to define the terms and conditions of the Offer and the application.

The Offer allows any of the Business Customer's authorised employees ("**Beneficiary**" or "**Beneficiaries**") to rent a vehicle for professional and/or personal use at a discounted rate, from the date of the Beneficiary registers online for the Offer.

## **III-CONDITIONS**

To benefit from the Offer all of the following conditions must be fulfilled by the Business Customer:

### **3.1. Create an account on line**

3.1.1. To create an account on-line the Business Customer must:

- 3.1.1.1. be an employee of a company
- 3.1.1.2. exercise a professional activity,
- 3.1.1.3. have a VAT or a Company Registration number ;
- 3.1.1.4. have a valid and in-working-order professional e-mail address ;

3.1.2. The Business Customer must register and create an account (the "**Dedicated Account**") on-line using the following website address [www.europcar.com/business/register-online](http://www.europcar.com/business/register-online) and fully complete the on-line registration form.

3.1.2.1. In this respect, the Business Customer must provide an estimate of Beneficiaries' vehicle rental needs per year. The discounted rate granted by Europcar (as more detailed in section 6.3 of these Special Conditions) will result from this estimate and may be reviewed, at Europcar's sole discretion, after twelve (12) months following registration. The review will take into account the vehicle rentals actually booked by the Business Customer and its Beneficiaries over the preceding 12 months (as more detailed in the section 6.3 of these Special Conditions).

3.1.2.2. After confirmation of the Business Customer's on-line registration, Europcar will send:

- an acknowledgment of receipt by e-mail to the e-mail address supplied by the Business Customer which will constitute the final acceptance of the Offer by the Business Customer; and
- the code for the Dedicated Account to the company of the Business Customer

### **3.2. To read and to accept the current Special Conditions, the T&Cs and the Europcar Insurance and Protection provisions (referred to in section 3.3 below).**

### **3.3. Beneficiaries of the Business Customer**

To be authorized to drive a vehicle that can be obtained from the whole worldwide network of Europcar rental stations that are participating in the Offer ("Europcar Participating Rental Station(s)" see section 6.1 below of these Special Conditions) a Beneficiary shall:

- 3.3.1. agree to comply in all respects with the current Europcar T&Cs and the Insurance and Protection provisions (available on the Internet site <https://www.europcar.com/terms-and-conditions>); and
- 3.3.2. provide, on each occasions of rental, its driving license and any valid identification documents required by the conditions set out in the relevant T&Cs and Insurance and Protection provisions; and
- 3.3.3. not to already benefit from a discounted rate with Europcar by any other means; the advantages of the Offer may not be used in conjunction with any other offer or promotion unless otherwise agreed in advance by Europcar;
- 3.3.4. to have a valid credit card "accepted", as set out on the Europcar Internet site <https://www.europcar.com/terms-and-conditions> (the "Accepted Credit Card"), the data in relation to which is encrypted via a secure platform ;
- 3.3.5. to satisfy to the current Special Conditions.

### **3.4. Registration or discounted rate refusal**

Europcar reserves the right to refuse the Business Customer's registration or to refuse to allow a Beneficiary to benefit from a discounted rate if such Beneficiary is on Europcar's watchlist, or if a Beneficiary does not comply with the conditions as described in this section 3 of these Special Conditions or any of the T&Cs.

## **IV-EFFECTIVE DATE AND TERM OF THE SPECIAL CONDITIONS**

Beneficiaries may benefit from the Offer immediately from the date of the Business Customer's registration is confirmed as approved for a period of twelve (12) months (the '**Initial Term**')., The Initial Term is renewable (at Europcar's absolute discretion) at its expiry for additional periods of twelve (12) months unless the Offer is terminated earlier by either Party in accordance with any of the provisions of section 5 (*Termination*) below of these Special Conditions.

## **V-TERMINATION**

### **5.1. Termination for default**

In the event that either Party fails to fully perform or observe any of the terms and conditions of these Special Conditions the aggrieved Party may, without waiving any other right or remedy it may have under these Special Conditions or applicable law, notify the other party of the breach and,

5.1.1. in the case of a breach that is not capable of remedy the aggrieved Party may close the Dedicated Account with immediate effect; or

5.1.2. in the case of a breach capable of remedy, if the other Party fails to remedy said breach within fifteen (15) business days after receipt of such notice, the aggrieved Party may close the Dedicated Account with immediate effect.

### **5.2. Termination by the Business Customer – unsubscription – Dedicated Account closure**

5.2.1. The Business Customer can unsubscribe from the Offer at any time by sending a request to unsubscribe to Europcar at the following address: [businesssolutions@europcar.com](mailto:businesssolutions@europcar.com).

5.2.2. In the event of any modification to these Special Conditions Europcar will inform the Business Customer by email to the email address supplied at the time of registration (or other such email address as shall be agreed by the parties) and the Business Customer will have the option, by sending an email to Europcar at the following address : [businesssolutions@europcar.com](mailto:businesssolutions@europcar.com), to unsubscribe and to close its Dedicated Account by giving seven (7) business days prior notice. In this case, the Dedicated Account will be deleted after a further fifteen (15) business days after receipt of such notice.

### **5.3. Cancellation or suspension of the Offer by Europcar**

5.3.1. The Offer may be cancelled or suspended by Europcar:

5.3.1.1. if the Business Customer fails to comply with the T&Cs or the current Insurance and Protection or the current Europcar Special Conditions ; or

5.3.1.2. in case of non-use of the Dedicated Account during the Initial Term. 5.3.2. In the event of cancellation or suspension of the Offer by Europcar,

5.3.2.1. Europcar will inform the Business Customer by email by giving two (2) months notice of such cancellation or suspension of the Offer.

5.3.2.2. Europcar will use its reasonable endeavours to suggest a similar alternative offer. The Business Customer will have the option to accept the cancellation or to proceed with the alternative offer.

### **5.4. Effects of sections 5.1 to 5.3 included**

As a result of sections 5.1 to 5.3 included of these Special Conditions, the Business Customer's Dedicated Account will be closed by Europcar within fifteen (15) business days after receipt of such notice and the Beneficiaries will not be able to benefit from a discounted rate following such closure.

## **VI-SPECIAL CONDITIONS OF THE OFFER**

The Special Conditions supplement the Europcar T&Cs which remain applicable at all times.

Notwithstanding, in the event of any conflict between the Special Conditions and the T&Cs or any other provisions, the provisions of these Special Conditions will prevail.

## **6.1. Europcar rental stations participating in the Offer (the “Europcar Participating Rental Stations”)**

6.1.1. To benefit from the Offer each rental must be made with and from a Europcar Participating Rental Station.

6.1.2. All Europcar worldwide stations are participating in the Offer. This includes Europcar corporate and franchisee stations.

6.1.3. Europcar International Partner Alliance stations are not participating in the Offer (this includes stations in the US territory served by Discount, Canada territory served by Advantage and any future Partner Alliance).

## **6.2. Operating methods of the Offer**

6.2.1. The creation of a Dedicated Account does not guarantee the availability of the vehicles and does not include the provision of any insurance cover or other protection products other than Europcar’s Basic Protection package. Other Protection products must be purchased separately.

6.2.2. For every vehicle rental each Beneficiary undertakes to comply with these Special Conditions and the Europcar T&Cs and Insurance and Protection provisions. A rental agreement will be signed by each Beneficiary for each vehicle rental. Specific terms and conditions may apply depending on the vehicle group and type of vehicle.

6.2.3. The number of car rental agreements for use by a Beneficiary at any one time is limited to one (1).

## **6.3. Advantages of the Offer**

6.3.1. Subject to the provision of the Dedicated Account code and, before any rental in any Europcar Participating Rental Station the presentation of all required validation and licencing documents, each Beneficiary will benefit on each of her/his rental(s) during the Initial Term (and any extension of it) from a discounted public rate on the price of her/his rental booked under the Dedicated Account code as follows:

6.3.1.1. for Business Customers with a volume of less than fifteen (15) car rentals per year:

6.3.1.2. for Business Customers with a volume of (15) car rentals or more per year :

10% (ten percent) discount on all Europcar rentals;

20% (twenty percent) discount on all Europcar rentals.

6.3.2. The Offer rates

6.3.2.1. will depend upon the information provided by the Business Customer regarding the estimate of its annual vehicle rental needs during the on-line registration. In the event that after expiry of the Initial Term the number of vehicle rentals is less than the estimate initially provided during registration Europcar reserves the right, at its sole discretion, to review the Offer rate allocated to the Business Customer and its Beneficiaries. In case of modification, Europcar will inform the Business Customer by email, of such modification.

6.3.2.2. are applicable to the base cost of the public rate (including VAT) but excluding insurances, non redeemable franchises, fuel and any optional additional services.

6.3.2.3. are subject to the availability of vehicles in Europcar’s fleet at the time of the booking.

6.3.2.4. include Europcar’s Basic Protection package which provides:

- collision waiver (CDW) and theft waiver (TW) covers which are subject to the Excess amount specified in the Tariff Guide of the T&Cs;

- station charge (if applicable).

6.3.3. If the duration of the rental:

6.3.3.1. is 27 consecutive days or less you will have an inclusive mileage allowance of 300 miles for each day of the rental period;

6.3.3.2. is, or extends beyond, 28 days at any time (including whilst the vehicle is on rent to you) then a mileage allowance of 2,500 will apply to the entire rental based on the number of 28 day periods (or parts thereof) the rental ultimately comprises. This mileage allowance will apply irrespective of the number of vehicles (substitute or replacement) Europcar supplies that maintains continuity of the rental.

6.3.4. The Offer is available for booking all categories of Europcar vehicle through any Europcar booking channel including, without limitation particularly, but not exclusively:

- on Europcar Internet sites or,
- in the Europcar Participating Rental Stations,
- via the Europcar call centre available at the following number 0871 384 1087 (calls to 0871 numbers will cost 10 pence per minute plus your phone company's access charge),

and subject to providing or entering the Dedicated Account code and, before any rental in any Europcar Participating Rental Station, the presentation of all required validation and licencing documents.

6.3.5. The Offer rates cannot be converted into cash or be exchanged with any other products and/or services.

6.3.6. The Offer rates cannot be combined with any other Europcar promotion, discounts, vouchers, special promotional rates or corporate rates offered from time to time by Europcar unless otherwise agreed by Europcar.

6.3.7. Rentals made in relation to this Offer are subject to Europcar T&Cs and the Insurance and Protection provisions in force at the date of signature of the rental agreement and available on the following address : <https://www.europcar.com/terms-and-conditions> and in each Europcar Participating Rental Station.

6.3.8. The benefit of a discounted rate does not include the provision of any insurance cover or other protection products which must be purchased separately.

6.3.9. The discounted rates may be changed at any time by Europcar.

6.3.10. An electronic mail will be sent by Europcar to the Business Customer to inform the Business Customer of any such changes.

## **VII-CONVENTION OF PROOF**

7.1. The purpose of this clause is to define the conditions in which the Business Customer and Europcar afford to any electronic document the same status as an original document and accept it as proof in the same way as a hand written signature on a hard copy.

**7.2. The “simple click” on the button “Subscribe” by the Business Customer for the acceptance of the present Special Conditions constitutes an electronic signature, which has the same value between the Business Customer and Europcar as a handwritten signature.**

**7.3. Electronic documents will be created and maintained appropriately so as to ensure their integrity and considered as proof of the on-line registration of the Business Customer.**

7.4. The archiving of electronic documents is done on a reliable and durable backup media and can be produced as evidence.

## **VIII-APPLICABLE LAW**

These Special Conditions shall be subject to English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

## **IX-DATA PROTECTION**

### **9.1. Definitions**

9.1.1. Data Protection Legislation:

- (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and
- (ii) the Data Protection Act 2018 and any successor legislation to the GDPR.

9.1.2. For the purpose of this clause 9 all terms used in this clause 9 (including without limitation “Personal Data”, “Data Controller” and “Data Processor”) shall have the meaning given to them in article 4 of the GDPR.

**9.2. The Parties agree and acknowledge that where either Party processes Personal Data pursuant to or in relation to these Special Conditions, that Party will be carrying out the processing for its own purposes and as such will be acting as a Data Controller (as defined in the Data Protection Legislation). For instance:**

9.2.1. Europcar will act as data controller when carrying out processing of personal data with respect to the performance of local rental agreements.

9.2.2. each Party acts as “data controller” when processing authorised driver's Personal Data for its own needs (e.g. accounting, management, administrative matters]

**9.3. Each Party shall comply with its respective obligations under all applicable Data Protection Legislation to the extent that such Data Protection Legislation applies to it in connection with the performance of its obligations or exercise of its rights under these Special Conditions including, but not limited to, obligations regarding security and confidentiality of the personal data, complying with data subjects’ requests for access, correction or deletion of their personal data.**

**9.4. Each Party warrants that it has no reason to believe that any applicable laws or regulations in connection with the purpose of these Special Conditions shall prevent it from fulfilling its obligations under this clause 9.**