



## **Terms and Conditions of Hire.**



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## Thank you for renting with Europcar

We are Europcar Group UK Limited. We are a private limited company registered in England and Wales under company number 01089053 and our registered office is at James House, 55 Welford Road, Leicester LE2 7AR in the United Kingdom.

In accordance with these Terms and Conditions of Hire (the 'T&Cs') we will have the following obligations:

A. to rent a Vehicle (either a car or a van which will be the same as or similar to the vehicle that you specify in your booking) plus any requested accessories (general accessories which form part of the Vehicle, such as, for example, locking wheel nuts, parcel shelves and boot covers, and items added to the Vehicle by us, such as booster cushion, child seats and satellite navigation units) to you (being the person named in the Rental Agreement (as defined below) and the person who signs it) for the period of time that is specified in the Rental Agreement and which shall not exceed 84 days (the "Hire Period").

B. to provide certain ancillary services with all of our rentals and to offer you other ancillary services or products which are available at an extra cost.

The relationship between you and Europcar is governed by these T&Cs together with the following documents which, once you have signed the Rental Agreement, will form a legally binding contract between us and will govern your use of the Vehicle during the Hire Period:

- i. the booking confirmation email (where you have prebooked your rental online or through our reservation centres);
  - ii. the Rental Agreement including, if applicable, its specific conditions which is the document you sign at the time of check-out or the first day of rental;
  - iii. the Tariff Guide to additional costs;
  - iv. the Light Damage Charges Schedule;
- together the 'Contract'

In case of any conflict between any of the documents comprising the Contract then these T&Cs will take priority

If you are a company or other organisation for which a credit account has been opened the contractual documents forming the Contract between us must be read in conjunction with any corporate agreement that may exist between the parties. In the event of any inconsistencies the provisions of the corporate agreement will prevail.

If any provisions, or part of a provision, contained in these T&Cs and/or any of the contractual documents listed above are found by any court or relevant authority to be unlawful, invalid or unenforceable, the remaining provisions, or part of a provision, shall not be affected and will remain in full force and effect.

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

These T&Cs will apply to:

- 1.1. you because you are the person who is paying for the rental and any associated costs and you may also be a driver;
- 1.2. any other driver who is expressly named on the Rental Agreement and who is therefore authorised to drive the Vehicle;
- 1.3. a driver (a "Referred Driver") named on a Rental Agreement that records the hirer's name as an insurer, bodyshop, dealership or recovery agency (eg., the RAC or AA or similar).

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

#### 2.1. Who can rent?

- 2.1.1. Any person who:
  - is legally capable of entering into a legally binding contract and is prepared to accept responsibility for the Vehicle throughout the Hire Period; **and**
- 2.1.2. has the means to pay for the hire of the Vehicle and any associated costs that will be accepted by us (see table below); **and**

Payment method	
Cash	Not accepted
Cheques	Not accepted
Credit Cards	Accepted always
Debit Cards	Accepted always
Accredited, prepaid or preloaded cards	Not accepted
Hire Vouchers	Accepted always

- 2.1.3. provides valid identification documents as indicated in the table below so that we can verify their identity and approve them for rental.

Documents required	
ID	Optional
Passport	Optional
Driving Licence	Mandatory
For UK residents only - a Utility Bill or Bank Statement that shows your home address	see details below regarding verifying your identity below

## 2.2. Verifying and approving your identity for rental:

2.2.1. **If you live in the UK:** before we can let you hire a Vehicle from us, in addition to checking your photographic ID (ie., driving licence or passport), we may

2.2.1.1. verify your identity and home address by using a third party authentication checking system. Depending on the results of the check we may need you to provide paper-based proof of identity (such as a utility bill or bank statement that shows your home address) that is less than 3 months old on the date you pick up the Vehicle from us. It may be helpful to have such documentation with you just in case as, if we need such paper based proof of identity and you can't provide it when we ask you for it, we won't be able to hire a Vehicle to you. Paper based proof will not be acceptable for our Selection range of vehicles; and

2.2.1.2. undertake checks for the purpose of preventing fraud and money laundering. This may include checking your accident claims and motor vehicle history via a third party fraud prevention and detection database service.

When we and third party fraud prevention agencies process your data for these purposes, we do so on the basis that we have a legitimate interest in preventing and detecting fraud and verifying your identity before providing you with a hire Vehicle. If you pass this fraud prevention check and your identity and home address is successfully verified then we can let you have a hire Vehicle. However; if you fail the fraud prevention check we won't be able to hire a Vehicle to you irrespective of whether your identity and home address is successfully verified.

2.2.2. **If you live outside the UK:** then, when you collect your Vehicle, in addition to photographic ID (ID card or passport) we will ask to see proof of return flights or alternative return travel arrangements and contact details within the UK. If you can't provide such documents when we ask you for them we won't be able to hire a vehicle to you.

## 2.3. Who can drive the Vehicle? (the "Driver")

The Driver of a Vehicle will be any person who is deemed by us to be authorized to drive the Vehicle because they comply with all of the following requirements:

2.3.1. they are expressly mentioned and fully identified on the Rental Agreement as either the hirer or an additional driver or a Referred Driver;

2.3.2. they have provided a valid driving license and a valid identification document according to the requirements of section 2.2 above; and

2.3.3. they hold a full and valid driving license

2.3.3.1. **UK driving licence holders:** must have held a full and valid driving licence for a minimum of 12 months that satisfies the endorsement restrictions shown in the UK Terms and Conditions section of the Europcar website ([europcar.co.uk/terms-and-conditions/specific-terms-per-country](http://europcar.co.uk/terms-and-conditions/specific-terms-per-country)). UK driving Licence holders must provide validation of their driving record each time they hire a Vehicle from us to drive

in the UK and will need to use the DVLA online service "Share Driving Licence" to view and create a one-time passcode. Each Driver should go to <https://www.gov.uk/view-driving-licence> where she/he will be asked to submit his/her driving licence number, National Insurance number and home postcode. The passcode, which will be valid for a maximum period of 21 days from the point it is generated, must be presented to us and still be valid when picking up any Vehicle from us. If we need to check the Driver's licence with DVLA for any reason (other than by using the Share Driving Licence passcode) then you agree to pay the DVLA Contact charge that is set out in the Tariff Guide.

2.3.3.2. **Non UK driving licence holders:** must have held a full and valid driving licence for a minimum of 12 months. Licences issued overseas must be clearly identifiable as a driving licence, otherwise an international driving permit will be required.

2.3.3.2.1. If you need to supply an international driving permit as well as the actual licence then both documents must show the same address in your country of residence. It is acknowledged that some countries do not issue international driving permits. In such circumstances a Letter of Endorsement, issued by the relevant Consulate or Embassy, will be accepted.

2.3.3.2.2. In addition the following documentation must also be provided: (i) Passport; and (ii) proof of entry/exit into/out of the UK (e-tickets acceptable) and

2.3.4. they comply with the minimum age requirements that are indicated during the booking process. A "**Young Driver Surcharge**" as set out in the Tariff Guide will apply to all Drivers aged between 22 and 26. The age policy may vary at certain UK locations and some Vehicles and / or products will not be available at all to Drivers under the age of 25. These restrictions will be indicated during the booking process. If you are under the age of 25 you should contact the UK Europcar Station directly for more details on their renting policy. The minimum age to drive one of our Selection range of vehicles is 25 or 30 depending on the Vehicle. These restrictions will be indicated during the booking process.

## 2.4. Who cannot drive the Vehicle? (an 'unauthorized driver')

2.4.1. Any person that is **not** expressly mentioned or identified on the Rental Agreement as a Driver (see section 2.3 above); and

2.4.2. Any person who cannot provide valid identification documents as indicated in sections 2.1.3 and 2.2 and 2.3 above.

2.4.3. An unauthorized driver will not be covered by any of the insurance or protection products we offer. Only third party liability insurance (compulsory protection) will apply.

2.4.4. If you allow an unauthorized driver to drive the Vehicle then you are considered to be in breach of the Contract and you will be responsible for any consequences that may arise as a result. This will include paying the sums set out in section 12 below.

### 3. WHERE CAN I DRIVE A VEHICLE ?

3.1. You must not take our Vehicle (nor permit the Vehicle to be taken) outside Mainland UK and Northern Ireland ("the Territory") without obtaining our prior written consent. Written consent (which will be by a form named 'VE103B') is essential whether you are just visiting the Republic of Ireland, crossing the Channel to France or going for a longer journey into Europe. The VE103B and a Green Card (if this is required by your destination country and/or any countries you journey in or through) is provided as part of both our Europdrive and Cross-Border Packs. The Cross Border Pack applies and is required if you are visiting the Republic of Ireland from Northern Ireland or the UK Mainland. There is a charge for both the Europdrive and Cross-Border Packs. The charges are set out in the Tariff Guide.

#### 3.2 Travel from Northern Ireland into the Irish Republic

All Vehicles retained on our fleet in Northern Ireland are fitted with electronic devices which tell us if a Vehicle has crossed the border from Northern Ireland into the Irish Republic. If, during your Hire Period, the device confirms that you have driven the Vehicle across the border without our prior knowledge and consent then we will let you know immediately by email or text that the device has alerted us to your border crossing and give you advance warning that we reserve the right to charge you for the cost of the Cross-Border Pack when you return the Vehicle to us at the end of the Hire Period.

3.3. If you do take a Vehicle abroad whether we give you our consent or not you are responsible for ensuring the Vehicle has the correct equipment to comply with local driving regulations in the country(ies) that you intend to drive in or through. If the Vehicle needs to be modified in any way you must always obtain our prior written consent to make the modification and, if we give that consent and the modification of the Vehicle is carried out, you will be responsible for any loss and/or damage caused by the modification.

**Please be aware that you must comply with all road traffic regulations in the country where you drive the Vehicle and you must ensure that the Vehicle you are driving complies with the local legislation for each country that you may drive in or through.**

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

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

- 4.1. passenger cars are intended for the carriage of varying numbers of people (depending on the manufacturer's recommendations); and
- 4.2. vans may be used for the carriage of goods up to the identified weight limit.

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

When renting a Vehicle from us both you and/or any Driver or Referred Driver (each of whom, for the purposes of this section, will be included in the term 'you') must comply with the following obligations:

- 5.1. return the Vehicle and its keys, accessories and documentation to us:
  - 5.1.1. at the return station identified in the Rental Agreement;
  - 5.1.2. by the expiry time and on the date specified on the Rental Agreement, noting that we allow you a grace period of 29 minutes after the expiry time and date (please see sections 5.12 and 11.1.5 below); and
  - 5.1.3. in the condition that we provided them to you at the start of the Hire Period, subject to any fair wear and tear. For a definition of fair wear and tear please refer to our 'Guide to a Smooth Journey' which can be found on <http://www.europcar.co.uk> at the foot of the Home page; and
  - 5.1.4. with a full tank of fuel unless you have purchased our 'Full Tank Option' (see sections 9.3.2.1 and 18.2.1).

If you do not return the Vehicle as stipulated in this section 5.1 then we will take all necessary measures outlined in these T&Cs and, in particular, in section 11 (*What will happen when I return the Vehicle?*).
- 5.2. Never drive the Vehicle outside the Territory (see section 3 above) without our prior written consent. Moreover, if we do consent then, it is for you to ascertain that the Vehicle has the correct equipment to comply with the local driving regulations of the country that you will be driving in or passing through.
- 5.3. Drive the Vehicle in accordance with all applicable road traffic laws and regulations and ensure that you are familiar with all relevant local laws and driving regulations.
- 5.4. Ensure that any luggage or goods transported in the Vehicle are secured to the extent they will not cause damage to the Vehicle or cause risk to any passengers or to any third party or to any third party property.
- 5.5. Treat the Vehicle with due care and respect and make sure that it is always locked and protected by its anti-theft devices when it is parked or left unattended.
- 5.6. Never drive the Vehicle whilst you are 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 your driving ability.
- 5.7. Not fit any roof or bike rack or any tow bar nor allow anyone else to do so. If these are already fitted you must not (nor allow anyone to) modify them. You must not fit winter tyres (nor allow anyone to do so) or make any other modifications to the Vehicle without our prior written consent. You will be responsible (even if we give consent) for any damage caused by the fitting of winter tyres or subsequent exchange to normal tyres or for any other modification.
- 5.8. Not smoke or use e-cigarettes in the Vehicle nor allow anybody else to do so. If we reasonably think that smoking or using e-cigarettes has happened in the Vehicle you must pay our valet charge or, depending on the overall condition of the Vehicle when it is permanently returned to us, our special cleaning charge. Valet and special cleaning charges are more fully described in section 9.3.2 below (*What are the other fees / charges that I may have to pay?*).

- 5.9. Refill the Vehicle with the correct type of fuel. If unsuitable fuel is added then you will be responsible for all reasonable expenses incurred by us in the repair of any damage that may be caused to the Vehicle which will be calculated in accordance with the rules described in section 12 (*Damage to the Vehicle*) below.
- 5.10. Make routine inspections in respect of the Vehicle condition: for example, oil and water and coolant levels, front and rear windscreen washer fluid and tyre pressures and take any preventive actions necessary to keep the Vehicle in good working order.
- 5.11. Do not use the Vehicle nor allow the Vehicle to be used:
- 5.11.1. for rehire; neither can you mortgage, pawn, sell or in any way pledge or attempt to or give anyone any legal rights over the Vehicle or any part of it or any of its accessories;
- 5.11.2. to carry passengers for hire or reward;
- 5.11.3. to carry more passengers than is recommended by the Vehicle's manufacturer;
- 5.11.4. to carry flammable and/or dangerous merchandise; toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations, or to transport merchandise with a weight, quantity and/or volume in excess of what is recommended by the Vehicle's manufacturer;
- 5.11.5. for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not;
- 5.11.6. to transport live animals (with the exception of Assistance Dogs, subject to our prior written consent. Please refer to section 25.1 for full details as to our Animal Policy)
- 5.11.7. to give driving lessons;
- 5.11.8. 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 will be 1,000 kilo);
- 5.11.9. on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tyres or for the underside of the Vehicle or for the Vehicle itself, such as beaches, forest paths, mountains, etc.;
- 5.11.10. to intentionally commit an offence.
- 5.12. Return the Vehicle and its keys, accessories and documentation to us by the expiry time and date specified in the Rental Agreement and in a condition that complies in all respects with the requirements of section 5.1 above. We allow you a grace period of 29 minutes after the expiry time and date and if you don't return the Vehicle within this period then we will charge you:
- 5.12.1. the daily charge for each day (or part day) that you keep the Vehicle beyond the expiry time and date specified in the Rental Agreement plus an unauthorised Extension Charge (which is set out in the Tariff Guide); and
- 5.12.2. for damage caused to the Vehicle (if any) as set out in section 12 below up to the value of the damage excess amount that you agreed at the start of the Hire

Period provided always that you have not done something or failed to do something which compromises or invalidates the insurance and protection provisions (see section 26 below); and

5.12.3 for any missing fuel (if applicable) in accordance with section 18.2.3 of these T&Cs.

5.13. **You must not allow any unauthorised driver to drive the Vehicle which includes you deliberately allowing the unauthorised driver access to the Vehicle or the access being acquired due to your negligence, negligent act or failure to act.**

**If you fail to fulfil any or all of these obligations then, it may cause the insurance and protection provisions (set out in section 26 below) to be compromised and/or invalidated and you will be responsible for and will pay to us all reasonable costs of any detrimental consequences, loss and/or damage that may arise as a result. In addition we reserve the right to demand immediate return of the Vehicle if the contracted and/or optional insurance coverage and complementary services are compromised and/or invalidated.**

## 6. WHAT SERVICES ARE INCLUDED IF I RENT A VEHICLE ONLY ?

### Basic hire charge includes the following services

Technical assistance to the Vehicle for breakdown recovery due to mechanical faults ((not driver error or abuse) see further details under sections 8.3 and 14.1 below)

The initial cleaning of the Vehicle

Our Basic Protection Package which includes Collision Damage Waiver ('CDW') and Theft Waiver ('TW') unless section 9.2 applies to your rental

Third party liability insurance

Limited / Unlimited Mileage (depending on the applicable rate or product)

## 7. WHAT OTHER SERVICES ARE AVAILABLE THAT ARE NOT INCLUDED IN MY RENTAL ?

We do offer the following additional services or products but the cost for each one (as shown in the Tariff Guide) will be charged in addition to the rental charge:

### Additional services and products

Child seats & Booster cushions

Additional Driver(s)

One way hire

Additional rental days

Other Protection Packages

Out of hours collection

Satellite Navigation units

Delivery and collection

Roadside Assistance Plus & Roadside Assistance Express

Europdrive and/or Cross-Border packs

## 8. WHAT IS INCLUDED IN THE PRICE I PAY ?

The information you provide to us at the time of booking (such as the duration of the Hire Period or your age or any Driver or Referred Driver's age) will determine the price you pay. Any change to that information could therefore also mean that the price changes. The price of your rental will be those prices in force at the time of booking or at the time you make any changes to that booking.

The price you will pay comprises the following items:

- 8.1. The daily rental charge for the Vehicle for the agreed number of calendar days (this will include the standard inclusive ancillary services (see section 6 above for details)) unless you are a Referred Driver (see section 1.3 above) when you will not be responsible for the daily rental charge recorded on the Rental Agreement for the Hire Period (but you will be responsible for the daily rental charge if you extend the Hire Period for your own purposes).
- 8.2. The cost of both third party liability insurance and our Basic Protection package which includes Collision damage (CDW) and theft (TW) waiver covers (unless you have chosen to provide your own fleet insurance or you are a resident of Canada or the United States of America and have purchased a product that excludes collision damage waiver and/or theft waiver covers (see section 9.2 below).
  - 8.2.1. If you haven't purchased any of the excess reduction products that we offer, you will be responsible for paying an amount up to the collision damage waiver excess shown on the Rental Agreement together with all relevant charges each time the Vehicle is damaged or stolen during the Hire Period whether or not you were at fault (unless section 12.2.3 applies).
  - 8.2.2. Neither of our waiver covers (CDW / TW) nor any of our excess reduction products protects you for:
    - 8.2.2.1. loss of, or damage to, the Vehicle and/or accessories caused by Driver abuse, negligence or breach of the Contract. In these circumstances you will be responsible for paying the sums set out in section 12 below in full and your liability will not be capped at the Excess amount; or
    - 8.2.2.2. the costs incurred by us if the Vehicle is returned to us at the end of the Hire Period in a condition:
      - 8.2.2.2.1. that requires more than our standard ready for rent clean before it can be supplied to another customer; or
      - 8.2.2.2.2. where it has been used (or we reasonably believe it has been used) to carry hazardous or raw waste during the Hire Period and you have not properly cleaned it prior to its return or it still contains such hazardous or raw waste; or
      - 8.2.2.2.3. where it contains material amounts of refuse that requires disposal; or
    - 8.2.2.3. any goods or personal possessions that you carry in a Vehicle (which are carried at your own risk) or which are left in the Vehicle when you return it to us.
  - 8.2.3. You must comply with all of the terms and conditions of the Contract so that our third party liability insurance and/or collision damage waiver and/or other excess reduction products (whichever apply) are not compromised and/or invalidated. If you do not do so then we and/or any provider of those products (whichever applies) may decline to accept responsibility for any loss of, or damage to, the Vehicle arising during the Hire Period. If cover is declined, you will be liable to pay the sums set out in section 12 below in full and your liability will not be capped at the Excess amount.
- 8.3. Subject to section 14.1 below you will have the benefit

of around the clock breakdown service for the Vehicle for the duration of the Hire Period.

- 8.4. Any other services you choose to add at your further cost (see section 7 above).
- 8.5. Value Added Tax.
- 8.6. Any additional fees or charges that are linked to you personally (for example: your age (if you are a young Driver)).
- 8.7. For the avoidance of doubt the price you pay does not include the cost to us of filling the fuel tank (refuelling) should you be in breach of your obligation (if applicable) to return the Vehicle to us with a full fuel tank (see sections 9.3.2.1 and 18.2.3).

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

### 9.1. The Deposit

- 9.1.1. The deposit will have been explained in the confirmation email that was sent to you if you booked your Vehicle on our websites [www.europcar.co.uk](http://www.europcar.co.uk) or [www.europcar.com](http://www.europcar.com) or via our Reservations Centres, or alternatively it will have been explained to you in person. You can review how the deposit is calculated at the following address on our website <http://www.europcar.co.uk/terms-and-conditions/deposit-policy>
- 9.1.2. To ensure there is no confusion (and in case you did not book through the websites or via our Reservations Centres) we want to confirm that in addition to the cost of the daily rental charge (that you either prepaid at the booking stage or will pay at the time of pick-up) we will ask you to leave us with some security for any additional charges that may arise during your use of the Vehicle over the Hire Period. This security is in the form of a financial deposit and the amount for this will have been specified in your confirmation email. The deposit amount will also be confirmed on the Rental Agreement.
- 9.1.3. If you need any additional information regarding the deposit please refer to section 19 below ('*Must I pay a deposit before picking up the Vehicle?*') or contact us by phone on **0871 384 1087** (calls will cost 10 pence per-minute plus your phone company's access charge) or by email to [reservationsuk@europcar.com](mailto:reservationsuk@europcar.com) and we'll try to answer any questions you may have.

### 9.2. Your Insurance

- 9.2.1. **Corporate Fleet policies only**
  - 9.2.1.1. If you have not purchased any of our Protection products (see section 8.2 above and the guide to the Europcar Insurance and Protections provisions under section 26 below) and you are covered by your company's fleet insurance policy then your company is responsible for the cost of such insurance and for any excess that may apply to it. The insurance cover provided under such a fleet policy must be fully comprehensive insurance without restriction or excess (or equivalent) and be effective from the start of your Hire Period (when the Vehicle will be your responsibility) until the earlier time of 8 working hours after the end of the Hire Period or the inspection and permanent return to us of both the Vehicle and its key and any accessories (when responsibility for the Vehicle will pass back to us).
  - 9.2.1.2. We reserve the right to ask you for satisfactory proof of your fleet insurance before we let you have a Vehicle. If you become aware of any changes in your fleet insurance cover during the Hire Period you must tell us by notifying our insurance department in writing at our UK address (shown on page 3 of these T&Cs).

9.2.1.3. It is your responsibility to ensure that your fleet insurance complies with these requirements. In the event that any fleet insurance provided by you fails to be effective or satisfactory, you are responsible and must pay us the sums set out in section 12 below.

### 9.2.2. Residents of Canada and USA only

If you are a resident of Canada or the USA and have purchased a rental product that excludes collision damage waiver then only third party liability insurance will be included in the daily rental charge. You can purchase our collision damage and/or theft waiver products and any of our excess reduction products (see the Insurance and Protection provisions set out in section 26 below) but if you do not do so and the waiver cover supplied by your credit card provider does not give complete protection then you will be responsible for and must pay us in full for the sums set out in section 12 below without the application of any Excess amount. Please note that whilst we do accept waiver covers supplied by some credit card providers we do not accept either the transfer of personal car insurance policies or the cover provided by any third party waiver products that can be purchased online via a broker or similar trader.

## 9.3. Charges and Fees

We may charge you for various services that we will carry out as a result of incidents that may occur during the Hire Period and/or how you used the Vehicle. **These charges and fees (inclusive of VAT or Insurance Premium Tax where applicable) are listed in the Tariff Guide that is included in the document attached to your confirmation email and/or which is provided to you when you pick up the Vehicle.** Such charges and fees include, but are not limited to, the following:

### 9.3.1. Relating to Fines and Penalties

9.3.1.1. Where the term 'issuing body' is used in this section 9.3.1.1 it can apply to any, or all, of the following organisations:

- 9.3.1.1.1. police or other enforcement agencies or other issuing authorities where a driving offence or suspected driving offence has been committed during a Hire Period; and
- 9.3.1.1.2. either a public or a private enforcement agency that is entitled to issue parking charge notices and associated fines where a purported or actual breach of contract has arisen.
- 9.3.1.2. You are responsible for and will pay all charges arising from:
  - 9.3.1.2.1. any congestion or parking charges (or failure to pay them);
  - 9.3.1.2.2. a breach of any parking restrictions or a road traffic offence or any other offence or infringement involving the Vehicle such as (but not limited to) lane infringement, tunnel, turning and bus lane charges including the costs from the Vehicle being clamped, seized or towed away and any other charges/costs (or failure to pay them) levied by an issuing body.

**You are and will remain primarily liable for such charges and you consent to us notifying such organisations of your personal details to effect a transfer of liability.**

**If we are required to deal with such correspondence, make payments or otherwise liaise with any such issuing bodies** we will charge your credit/debit card with our Third Party Administration Charge as set out in the Tariff Guide. You have the right to challenge that Third Party Administration Charge **within 14 days of the date of the invoice.** The Third Party

Administration Charge will only be refunded if you can provide supporting evidence to show that the issuing body

- (i) has rescinded the fine or penalty; and
- (ii) confirms that the original charge did not apply in any event.

9.3.1.3. If we receive a penalty charge notice or a parking charge notice that is issued by any issuing body for the Vehicle during your Hire Period and which is capable of being paid then we may pay it so that we mitigate the cost of it. **Where we, at our discretion and for whatever reason, choose to pay such charges you will reimburse us the said charge plus our Third Party Administration Charge (for each charge we pay or each time we deal with such correspondence).** If we do pay it then we will take the following actions:

- 9.3.1.3.1. we will give you notice that we have paid the penalty and supply an invoice for the cost of the penalty plus our Third Party Administration Charge; and
- 9.3.1.3.2. we will tell you that we intend to take the money for the cost of the penalty and the Third Party Administration Charge from your credit/debit card **within 14 days of the date of our notice to you** unless you write to us with a legitimate reason why the fine or penalty should not have been paid.
- 9.3.1.4. *If you do not contact us or you admit the validity of the fine or penalty* then we will take the money from your credit/debit card on the 15th day following the date of our notice
- 9.3.1.5. *If you do contact us with a legitimate reason as to why the fine or penalty should not be paid* then we will put this to the issuing body. If the issuing body refuses your appeal then we will confirm this to you and then take the money for the cost of the penalty and the Third Party Administration Charge from your credit/debit card. If the issuing body allows the appeal and both rescinds the fine or penalty and confirms to us that the original charge did not apply in any event then we will not take any money from your credit/debit card.

### 9.3.2. Other Charges and Fees

- 9.3.2.1. Any additional fees and charges that are linked to other events which take place during your Hire Period. All such fees and charges are set out in the Tariff Guide and include - but are not limited to - the following examples:
  - charges for damage suffered by the Vehicle** see section 12 below
  - a 'one way hire' charge** if you wish to return the Vehicle to a different Europcar Branch than you originally planned
  - a 'reservation amendment' charge** each time you modify any details of your booking once the Hire Period has started
  - valet charge** a reasonable valet charge will apply where the level of cleaning required to return the Vehicle to a rentable condition will take longer for our staff to complete than our standard 'ready-for-rent' clean (e.g., where you or a passenger has smoked or used e-cigarettes in the Vehicle during the Hire Period).
  - specialist cleaning** specialist cleaning charges will apply if the Vehicle is returned to us in a condition that is beyond our in-house valeting skills and we have no alternative but to incur the cost of expert third party cleaners to return it to a rentable standard. Please refer to the Serious Damage Related Costs section of the Tariff Guide (Damage to the Vehicle OTHER THAN (i) Tyre or Windscreen Replacement or Tyre Repair or (ii) where the Vehicle is determined by us to be a Total Loss) for more details as to cost.

**Lost or stolen or damaged keys** (whether or not you are at fault for the loss, theft or damage) plus the Light Damage Administration Charge

**Refuelling surcharge** compensation for our loss if you do not return the Vehicle to us with a full tank of fuel and you have not purchased our 'Full Tank Option' (see further details under section 18.2.1 below and the Tariff Guide)

**'Excess Mileage Charges'** for any additional miles you travel over and above the mileage allowance (if any) included in the rental charge

**'Out of hours key returns box' charge** will apply if you return the Vehicle to the Europcar Branch outside of normal opening hours and leave the keys in the key return box. It will also apply if you leave the keys in the key return box during normal opening hours.

**'Unpaid Charges Admin Charge'** will apply if we have to recover charges associated with your rental that you have not paid. Reasonable legal fees, statutory court costs and interest may also be payable in addition to the Unpaid Charges Admin Charge (as shown in the Tariff Guide)

**'Europdrive' pack and 'Cross-Border' pack** will be required if you wish to take the Vehicle from the UK into Europe or between Northern Ireland into the Irish Republic. These packs include the form VE103B which gives our consent (as registered keeper) for you to drive the Vehicle outside of the Territory (see section 3 above and the Tariff Guide for further details), a Green Card if it is required by your destination country and/or any countries you journey in or through, plus other important information relating to recovery following a breakdown or incident

**You agree that if you fail to make a payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due then we may cancel the Contract and demand the immediate return of the Vehicle. We will only take this action if we have reasonable belief that you may not pay the amounts you owe and we have requested you to explain the position and you have failed to do so satisfactorily or at all.**

## 10. WHAT SHOULD I PAY ATTENTION TO WHEN I PICK UP THE VEHICLE ?

- 10.1. When you pick up the Vehicle from us you will be asked to sign a section on the Rental Agreement that describes the Vehicle's condition at that particular time. Before you sign the Rental Agreement you should:
  - 10.1.1. inspect the Vehicle and any accessories for any pre-existing damage; and
  - 10.1.2. check that the Vehicle's fuel tank is full.
- 10.2. 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 Rental Agreement and that we both sign the change to it.
- 10.3. Where it isn't possible to check pre-existing damage to the Vehicle and any Accessories at the time of pick-up you must notify any such damage to us within 24 hours of the start of the Hire Period. Notification of such damage should be made by phoning **0800 0280 999** and selecting option 4.
- 10.4. If you don't notify us of any pre-existing defect or damage then we will assume that you have accepted the Vehicle and any Accessories in the condition set out on the Rental Agreement and we will charge you for any new damage that is discovered when the Vehicle and any Accessories are inspected by both parties when you return the Vehicle.
- 10.5. Familiarise yourself with the Vehicle before driving it on the public highway. Make sure you know where the controls are for essential instruments such as

headlights, indicators, hazard warning lights, where the parking break is situated (and how it is released and applied) and what type of fuel the Vehicle uses. For further information check the Vehicle Instruction Card which details basic operating instructions and can be found on the Vehicle's sun visor or by visiting <https://www.europcar.co.uk/vehicle-information-card>. Should you require further assistance please ask the Branch staff or, if you have already set off on your journey, contact your nearest Europcar Branch.

## 11. WHAT WILL HAPPEN WHEN I RETURN THE VEHICLE?

### 11.1. Return of the Vehicle generally

- 11.1.1. You should return the Vehicle to the Europcar Branch on the date and at the time shown on the Rental Agreement and, subject to any fair wear and tear, in the same condition as it was at check out (see section 5.1 above).
  - 11.1.1.1. You may return the Vehicle to another of our Branches if you pay the 'one-way hire' charge set out in the Tariff Guide. *Please consult with the Europcar Branch of pick up to arrange this.*
  - 11.1.1.2. If we are to collect the Vehicle and key from you it must be parked in a suitable place to allow collection at any time up to a period of 8 working hours from the end of the Hire Period without the imposition of any fines or congestion charges. Please note that some Europcar Branches do not operate for the entire week-end and/or on statutory Bank Holidays. Where this is the case, such times will not be counted as working hours. Details of Branch working hours are available by visiting [www.europcar.co.uk](http://www.europcar.co.uk)
  - 11.1.1.3. If, when you return the Vehicle to us (or when we come to collect it from you), we discover that it is empty but, in our reasonable opinion, has been used to carry raw or hazardous waste or it still contains such raw or hazardous waste then we will not accept its return. Instead:
    - 11.1.1.3.1. the Vehicle will remain on rent to you; and
    - 11.1.1.3.2. you will be required to dispose of all such raw or hazardous waste materials and to clean the Vehicle to a reasonable standard of cleanliness but, in any event, to the extent that it poses no danger to Europcar staff or any future customers.Once the Vehicle is received after all raw or hazardous materials have been disposed of and it has been cleaned we (meaning you and us) will make a full inspection of the Vehicle.
  - 11.1.1.3.3. If, in our reasonable opinion, the Vehicle is in an acceptable condition then we will accept its return and the rental charges will cease;
  - 11.1.1.3.4. If, however, we believe the Vehicle requires a further valet or specialist cleaning attention then you will be charged our reasonable costs in accordance with the charges set out in the Serious Damage Related Costs section in the Tariff Guide (see: *Damage to the Vehicle OTHER THAN (i) Tyre or Windscreen Replacement or Tyre Repair or (ii) where the Vehicle is determined by us to be a Total Loss*)

11.1.2. You are responsible for any fuel you use during the Hire Period and for returning the Vehicle to us with a full tank of fuel unless you purchased our 'Full Tank Option' at the time of check-out. If you have not purchased the Full Tank Option and you don't return the Vehicle with a full tank of fuel then we will charge you:

11.1.2.1. for fuel required to refill the Vehicle's fuel tank at our published rates on the date of return; and

11.1.2.2. if applicable, a refuelling surcharge. Further details of our Fuel Policy and the refuelling surcharge is set out in section 18 and in the Tariff Guide

### 11.1.3. **Personal Property**

We are not responsible for any loss of, or damage to, any personal belongings placed in or on the Vehicle which will at all times be your responsibility. You must not leave any personal belongings in or on the Vehicle when you return it to us (you are responsible for checking and removing your personal belongings from the Vehicle). Any personal belongings left in or on the Vehicle which remain unclaimed 2 months after the end of the Hire Period will be disposed of.

### 11.1.4. **Early Return**

If you return the Vehicle before the return date and time stated on the Rental Agreement then we agree that the Hire Period will end when you return the Vehicle to the Europcar Branch and hand the Vehicle keys to a Europcar agent. Please note, however, that the rental charges will remain the same (ie., as if you had not returned the Vehicle to us before the return date and time stated on the Rental Agreement) as we will not refund any unused daily rental or accessory charges to you.

### 11.1.5. **Late Return**

We allow you a grace period of 29 minutes after the expiry time and date of the Hire Period shown on the Rental Agreement in which to return the Vehicle to us. If you fail to do so, and you have not extended the Hire Period in accordance with section 17 below then if we do not hear from you for a period of 24 hours concerning the delay in its return we will regard the Vehicle as having been stolen and will report this to the police. We will take all lawful means to recover the Vehicle (which may include repossessing it or applying for a Court Order requiring you to return it and/or pay us an amount equal to the Vehicle's market value). If we have to take such steps then:

11.1.5.1. you give us permission (and cannot withdraw it) to access your premises for the purposes of repossessing the Vehicle so long as we do not use unreasonable force or cause damage; and

11.1.5.2. you must pay the charges set out in the Tariff Guide plus our reasonable legal and professional costs (to the extent not covered by the Tariff Guide).

## 11.2. **Attended check-in of the Vehicle during opening hours**

When you return the Vehicle to us you should take the opportunity to:

11.2.1. ensure you have removed all of your personal belongings (you are responsible for checking the Vehicle); and

11.2.2. inspect the Vehicle together with our agent and countersign the check-in document which includes a

record of any new damage (from that described on the Rental Agreement at the time of pick up or which you notified to us in accordance with the provisions of section 10.3). The procedure detailed in sections 12.3 and 12.6 will then apply.

## 11.3. **Unattended check-in of the Vehicle**

If you wish to use our "out of hours" returns service (please refer to <https://www.europcar.co.uk/locations/uk> to check first that there is an out of hours returns service available at the particular Europcar location and please note there may be a charge for this as set out in the Tariff Guide) or if you are unable or you refuse to inspect the Vehicle with us when you return it then we will inspect the Vehicle on our own and you accept that you are responsible for all charges, fees and damage to or loss of the Vehicle which may have arisen before we have checked the Vehicle back in.

We recommend that, if possible and before you drop off the keys, you take photographs of the Vehicle in its final parking place as evidence as to its condition at the time you returned it.

11.3.1. If, during our inspection, we discover new damage to the Vehicle (from that described on the Rental Agreement at the time of pick up or notified to us in accordance with the provisions of section 10.3) the procedure detailed in sections 12.5 and 12.6 will then apply.

11.3.2. We shall not be responsible for any loss, theft or damage of any nature, related to any objects and/or belongings and/or tools that have been transported in or on, or that may be found in or on, the Vehicle.

## 12. **DAMAGE TO THE VEHICLE**

12.1. As set out in section 5 (*What are my obligations toward the Vehicle?*) and, in particular section 5.1, you are obliged to return your Vehicle and its keys, accessories, or documentation to us in the same condition as they were at check out, subject to any fair wear and tear.

12.2. Our vehicles are working assets and, if you fail in any way to comply with the obligation set out in section 12.1 above:

12.2.1. we are entitled to repair the Vehicle at our convenience so that it is restored to this condition; and

12.2.2. you will be liable to pay the damage charges detailed in sections 12.8 to 12.15 inclusive, regardless of whether the damage was caused by you or a third party (including a third party with whom you have had an accident or a Government, authority or organisation whether in or outside the UK which has seized the Vehicle and/or its keys, accessories, or documentation), unless:

12.2.2.1. any of the damage charges detailed in sections 12.8 to 12.15 inclusive are covered by our Protection packages as described in section 26 of these T&Cs (Insurance and Protection Provisions) and the Tariff Guide or any other associated excess reduction products; or

12.2.2.2. it was caused by our fault or negligence or our breach of this Contract;

12.2.2.3. we have received a payment from a liable third party, to the extent detailed in section 12.2.3.

12.2.3. Where you pay the damage charges as detailed in sections 12.8 to 12.15 inclusive and subsequently:

- 12.2.3.1. a third party admits, or is subsequently determined by a relevant court to be responsible for some or all of the damage; and
- 12.2.3.2. we recover sums from the third party or the third party insurer, we will assess whether we have recovered more than our overall loss and reimburse you, as appropriate.

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

- 12.3. If Light Damage (as defined in section 12.8) is identified upon the return of the Vehicle when the inspection is made in your presence and in the presence of our agent or its representative and if you acknowledge the damage by signing the statement of return of the Vehicle, we will provide you with an invoice detailing the applicable charges and, to the extent that the charges can be determined at the check-in, will charge the debit or credit card you supplied to us at the time of pick-up with either:
  - 12.3.1. the charges detailed in sections 12.8 to 12.9 inclusive; or
  - 12.3.2. the Excess amount under our Protection packages, whichever is the lower amount.
- 12.4. If you contest the damage and/or the invoice or if you refuse to sign the statement of return for the Vehicle or if the Vehicle qualifies as an unattended check-in according to the requirements of section 11.3 above or if, for whatever reason, the charge cannot be determined at the time of check-in (for example, where there is no price for the specific damage in the Light Damage Charges Schedule) then we will send you the documents outlined in section 12.5 and you have the option to follow the procedure in section 12.6 below.

**Damage identified upon the return of the Vehicle and in your absence:**

- 12.5. If damage is identified during the inspection of the Vehicle by us in your absence we will send to you the following documents by email or by post:
  - 12.5.1. the statement of return for the Vehicle detailing all the damage we identified;
  - 12.5.2. pictures of the damage; and
  - 12.5.3. an invoice detailing the applicable charges.

**Querying the Damage Charges:**

- 12.6. You have fourteen (14) days from the date on which the email or the letter detailed in section 12.5 above is sent to you to challenge your liability for the damage identified and/or the charges levied by us. If you do not challenge within this period of fourteen (14) days, we will charge the debit or credit card you supplied to us at the time of pick-up with either:
  - 12.6.1. the charges detailed in sections 12.8 to 12.15 inclusive; or
  - 12.6.2. the Excess amount under our Protection packages, whichever is the lower amount.
- 12.7. Please note that depending upon the type of Protection product you have subscribed to (see the Europcar *Insurance & Protections Provisions* under section 26) and provided you have complied with all applicable local laws and these T&Cs you may not be charged for the full cost of the

damage and the maximum amount you may be required to pay will be the Excess amount (as described in Europcar *Insurance & Protections Provisions* under section 26 of these T&Cs).

**Damage Charges:**

**(1) Light Damage**

- 12.8. Any damage suffered by the Vehicle during your Hire Period which, in our reasonable opinion, is minor damage and therefore does not necessarily require immediate repair for safety or cosmetic reasons we classify as '**Light Damage**' and will be listed in our Light Damage Charges Schedule.
  - 12.8.1. Examples of Light Damage to the Vehicle include small scratches, chips or dents to any part of the Vehicle (including certain repairs to the windscreen); or the loss of or damage to the Vehicle's keys, any Accessories or documentation.
  - 12.8.2. The Light Damage Charges Schedule contains a list of pre-agreed fixed sum charges broken down by the Vehicle type and the nature of the Light Damage which can be found on the Damage Management Policy page of our website at: <https://www.europcar.co.uk/terms-and-conditions/damage-management-policy> or by clicking the link to the Damage Management Policy at the bottom of the website homepage.
  - 12.8.3. The charges shown in the Light Damage Charges Schedule are set by us as an amount that seeks genuinely to estimate the sums that we would have to pay our suppliers if we did undertake to repair the Light Damage (or to replace the Vehicle's keys, accessories, or documentation).
- 12.9. Notwithstanding your obligations to us under section 5 above if, in our reasonable opinion, we have assessed that the Vehicle has suffered Light Damage it means we consider the Vehicle does not necessarily require immediate repair for safety or cosmetic reasons before it can be rented to another customer. In these circumstances therefore, subject always to section 12.4 above, you will pay to us:
  - 12.9.1. the pre-agreed fixed sum(s) set out in the Light Damage Charges Schedule; and
  - 12.9.2. the Light Damage Administration Charge which is set out in the Tariff Guide.
  - 12.9.3. You will benefit by not having to pay a Loss of Use Charge or a separate Engineer's Charge.

<p><b>(2) Serious Damage</b></p> <p>12.10. Subject to section 12.15, any damage other than Light Damage to the Vehicle is classified as <b>'Serious Damage'</b>.</p> <p>12.11. In relation to Serious Damage suffered by the Vehicle during your Hire Period you will:</p> <p>12.11.1. pay us the sums we become liable to pay to our suppliers in recovering and/or repairing and/or cleaning the Vehicle, for which you will indemnify us as a debt; and</p> <p>12.11.2. pay us the following charges:</p> <p>12.11.2.1. a <b>Loss of Use Charge</b> which is a charge to take account of our loss of rental income while the Vehicle is being repaired and/or cleaned. We calculate the Loss of Use Charge on the basis of the daily rental rate set out in the Rental Agreement. The number of days charged by us for loss of use of the Vehicle will comprise:</p> <p>12.11.2.1.1. <i>for Serious Damage other than damage to tyres or the windscreen:</i></p> <p>12.11.2.1.1.1. one day for the Vehicle to be taken in for repair;</p> <p>12.11.2.1.1.2. one day for each period of four hours (or part thereof) of labour required by the relevant supplier to effect the repair; and</p> <p>12.11.2.1.1.3. one day for the Vehicle to be returned to us and checked in following the repair;</p> <p>12.11.2.1.2. <i>for damage to tyres and windscreens:</i> one day in each case of Repair or Replacement that takes place following expiry of the Hire Period, adjusted to acknowledge the fact that the number of Vehicles we have available for hire to customers generally when the repair takes place will have an impact on our rental income;</p> <p>12.11.2.2. <u>for Serious Damage other than damage to tyres or to the windscreen</u> an Engineer's Charge which is set out in the Tariff Guide; and</p> <p>12.11.2.3. a <b>Serious Damage Administration Charge</b> or a <b>Tyre or Windscreen Damage Administration Charge</b> (whichever applies) each of which is set out in the Tariff Guide.</p> <p>12.12. In relation to sections 12.8 to 12.11 inclusive, we inform you that:</p> <p>12.12.1. where a repair or part replacement inevitably puts the Vehicle into a better condition than it was at the start of the Hire Period the amount for which you are liable to us will not be reduced to reflect the new for old replacement and/or the pre-existing condition of the Vehicle; and</p> <p>12.12.2. you will not receive any credit to reflect the benefit that we may subsequently receive in the context of any commercial arrangements that we may have in place with our suppliers because of our overall relationship with them (including its size).</p> <p>12.13. <b>Tyre Replacement or Repair</b></p> <p>Any damage to a tyre which requires us to replace the tyre on the Vehicle with a new tyre is classified as a <b>'Tyre Replacement'</b>. If a Vehicle's tyre is punctured and is capable of being repaired then it is</p>	<p>classified as a <b>'Tyre Repair'</b>;</p> <p>12.13.1. In relation to a Tyre Replacement or a Tyre Repair you will pay us:</p> <p>12.13.1.1. the sum(s) for which we become liable to pay to our suppliers for:</p> <p>12.13.1.1.1. the Replacement Tyre or the Tyre Repair (whichever applies) and any associated supplementary charges that may apply (if any); and</p> <p>12.13.1.1.2. the cost to call us out if you require attendance for a Replacement Tyre or a Tyre Repair outside of our standard response time (an 'Emergency Call Out'). Charges for an Emergency Call Out are set out in the Serious Damage Related Costs section of the Tariff Guide; and</p> <p>12.13.1.1.3. a Tyre Damage Administration Charge as set out in the Serious Damage Related Costs section of the Tariff Guide; and</p> <p>12.13.1.1.4. a Loss of Use Charge In accordance with the provisions of section 12.11.2.1.2 if the Tyre is Replaced or Repaired once the Vehicle has been permanently returned to us.</p> <p>12.13.2. You will not be required to pay an Engineer's Fee for a Tyre Replacement or Repair.</p> <p>12.14. <b>Windscreen Replacement or Repair</b></p> <p>Any damage to a windscreen which requires us to replace it with a new windscreen is classified as a <b>'Windscreen Replacement'</b>. If a Vehicle's windscreen is chipped or is damaged but is capable of being repaired (this will depend on the severity of the damage) then it is classified as a <b>'Windscreen Repair'</b> and deemed to be Light Damage.</p> <p>12.14.1. The cost of a Windscreen Repair can be found in the Light Damage Charges Schedule on the Damage Management Policy page of our website at: <a href="https://www.europcar.co.uk/terms-and-conditions/damage-management-policy">https://www.europcar.co.uk/terms-and-conditions/damage-management-policy</a> or by clicking the link to the Damage Management Policy at the bottom of the website homepage.</p> <p>12.14.2. A Windscreen Repair will be subject to the provisions of section 12.8 and 12.9 above.</p> <p>12.14.3. In relation to a Windscreen Replacement you will pay us:</p> <p>12.14.3.1. the sum(s) for which we become liable to pay to our suppliers for:</p> <p>12.14.3.1.1. the Replacement Windscreen and any associated supplementary charges that may apply (if any); and</p> <p>12.14.3.1.2. a Windscreen Damage Administration Charge as set out in the Serious Damage Related Costs section of the Tariff Guide; and</p> <p>12.14.3.1.3. a Loss of Use Charge In accordance with the provisions of section 12.11.2.1.2 if the Windscreen is Replaced once the Vehicle has been permanently returned to us.</p> <p>12.14.4. You will not be required to pay an Engineer's Fee for a Windscreen Replacement or Repair.</p>
	<p><b>(3) Total Loss</b></p>

12.15. Where we evaluate any damage caused to the Vehicle as being sufficiently serious that its repair would not be possible, or our Engineer determines it would be uneconomic or impractical to repair, we refer to this as **'Total Loss'**. In the event of a Total Loss, sections 12.10 to 12.11 inclusive do not apply and you will pay us:

12.15.1. the sums (for which you will indemnify us as a debt) representing the pre-accident value of the Vehicle and any Vehicle recovery charges, less any sums that we recover in respect of the Vehicle when it is sold for salvage; and

12.15.2. a Loss of Use Charge which is a charge to take account of our loss of revenue on the Vehicle which is a Total Loss. We calculate the Loss of Use Charge on the basis of the daily rental rate set out in the Rental Agreement, adjusted to acknowledge the fact that the number of Vehicles we have available for hire to customers generally when the repair takes place will have an impact on our rental income. The charge is payable in respect of each day, or part day, after the end of the Hire Period up to the point that the Vehicle is sold for salvage; and

12.15.3. an Engineer's Charge (this is set out in the Tariff Guide); and

12.15.4. a Serious Damage Administration Charge which is set out in the Tariff Guide.

#### **(4) Damage to Third Parties**

12.16. Unless, during the Hire Period, your Vehicle is covered by one of our Protection packages (which automatically includes third party liability insurance) you will be responsible for the cost of any damage you cause to another party, their property, the vehicle they are in and any and all uninsured losses that are otherwise incurred during the Hire Period. Please refer to sections 14.2.4 and 26.3 of these T&Cs for more details concerning your obligations to us and your potential liability to third parties.

#### **(5) Seizure of the Vehicle**

12.17. If, after check-out of the Vehicle, the Vehicle and/or its keys, accessories, or documentation is seized by any Government, authority or organisation whether in or outside the UK, you must pay:

12.17.1. for any damage suffered by the Vehicle and/or its keys, accessories, or documentation in accordance with sections 12.8 to 12.15 inclusive; and

12.17.2. the cost of any restoration or repatriation charges we incur together with any penalties or fines arising as a direct result of the Vehicle's seizure; and

12.17.3. a Loss of Use Charge to compensate us while we cannot rent the Vehicle out to another customer (which will be calculated on the basis of the daily rental rate set out in the Rental Agreement for each day (or part of a day) in excess of the Hire Period and until the Vehicle is checked in by us as returned)

unless these damages or costs or Loss of Use Charges are due to our fault or negligence or our breach of this Contract.

### **13. WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE ?**

Throughout the Hire Period we will expect you to look after the Vehicle, the keys and any accessories against loss or damage (however that arises). If you fail to do so then you will be responsible to pay the sums set out in section 12 above.

13.1. Save for customary inspections such as oil and water levels; coolant; windscreen washer fluid levels and tyre pressures that should be regularly checked during normal use of the Vehicle to keep it in good working order neither you nor anyone else is allowed to work on the Vehicle or make any modifications to it without our prior written consent. If consent is required for work to be undertaken on the Vehicle and we give such consent, we will only refund you for the work upon receipt of a valid and lawful invoice. If damage is caused to the Vehicle you will be liable to pay the sums set out in section 12 above.

13.2. The Vehicle is provided to you with tyres in a condition and number that meets with the traffic-legislation requirements of the UK. In the event of damage to any one of the tyres (other than by ordinary wear and tear or latent defect), whilst we will immediately arrange to replace it, you will be liable to pay the sums set out in section 12 above.

### **14. WHAT SHOULD I DO IN CASE OF ACCIDENT OR MECHANICAL BREAKDOWN ?**

#### **14.1. In case of breakdown in Mainland UK or Northern Ireland (the "Territory")**

14.1.1. If a warning light appears on the dashboard or the Vehicle develops any fault during the Hire Period you or any other Driver must call the telephone number stated on the notice affixed to the lower left hand side of the Vehicle's windscreen for assistance.

14.1.2. If the Vehicle breaks down or is involved in an accident/incident in the Territory during the Hire Period we will, as soon as possible, recover and repair the Vehicle so that it is rendered functional.

14.1.2.1. If the Vehicle cannot be repaired we will (where possible) provide you with an alternative Vehicle of an equivalent standard and size to the Vehicle for the remainder of the Hire Period.

14.1.2.2. If we cannot repair the Vehicle or provide you with an alternative vehicle we will provide you with a refund for any part of the Hire Period that you have paid for but not received the benefit of.

14.1.3. If, and only if, the breakdown or accident or incident is due to our negligence or wilful default then we will not charge you for the recovery and/or repair (if any).

Should we consider that the breakdown is caused by the negligence or deliberate misuse or if loss of or damage to the Vehicle arises as a result of a breach of the Contract by you and/or any Referred Driver or additional Driver and/or any unauthorised driver then you will be liable to pay the sums set out in section 12 above and your liability will not be capped at the

Excess amount. We may (at our discretion) accept payment from your insurer (only if applicable (see section 9.2 above)) but ultimate responsibility will be with you.

## **14.2. In case of an accident or incident in Mainland UK or Northern Ireland (the "Territory")**

- 14.2.1. If there is an accident/incident in the Territory you or any authorised driver or Referred Driver must tell us immediately on **0800 0280 999**. If you don't do so, or you continue to use the Vehicle, then you are responsible for any loss and/or damage caused to the Vehicle or a third party resulting from the accident or incident and/or from the continuing use of the Vehicle, as well as all applicable charges set out in the Tariff Guide.
- 14.2.2. Should we consider that the accident or incident is caused by the negligence, deliberate misuse or a breach of the Contract by you and/or any Referred Driver or additional Driver and/or any unauthorised driver and/or our collision damage waiver does not apply or is invalidated as a result of an act or omission (please see the Insurance and Protection provisions set out in section 26 below for further information as to when our collision damage waiver applies and when it is invalidated) then we reserve the right to recharge the cost of recovery in full to you and you will be liable to pay the sums set out in section 12 above.
- 14.2.3. If you or any other Driver has an accident/incident you or that other Driver must:
- 14.2.3.1.1. pay the relevant charges as required by these T&Cs;
  - 14.2.3.1.2. not admit or accept responsibility;
  - 14.2.3.1.3. obtain and notify us of the names and addresses of all involved, including witnesses;
  - 14.2.3.1.4. make the Vehicle secure and tell the police straight away if anyone is injured or the road is blocked or if any property has been damaged;
  - 14.2.3.1.5. tell us of the accident or incident on 0800 0280 999;
  - 14.2.3.1.6. complete and return the accident report form that we will supply if required.

For further details please see the 'Guide to a Smooth Journey' on <http://www.europcar.co.uk> at the foot of the Home page.

- 14.2.4. You will use your best endeavours to supply us with full details of any third party(ies) and third party vehicle(s) involved in any accident/incident with the Vehicle. Failure to do so may invalidate the Protection package and/or any excess reduction products (if it is applicable to your rental).
- 14.2.5. You will, at our request, do all that is reasonably and lawfully required by us or any provider of any other product that you opt to take and allow your name and the name of any Driver or Referred Driver to be used by us (or any provider of the product) for enforcing any rights or remedies against any persons in connection with the Vehicle.
- 14.2.6. We will not (either on our own behalf or on behalf of any insurers) waive any rights under the Contract or any applicable insurance policy unless we do so in writing (which must be signed by us or the insurer

as applicable).

## **14.3 In case of breakdown, accident or incident when driving outside of the UK or Northern Ireland**

Full details of our overseas partners in the different countries are set out in the brochure supplied with the Eurodrive and/or Cross Border packs (whichever applies). The telephone number shown in sections 14.1 and 14.2 above applies only in cases of breakdown, accidents or incidents occurring in the UK and Northern Ireland (ie., in the "Territory") and they will be unable to help you if you have a breakdown, accident or incident whilst you are driving outside of the Territory (please refer to section 3 above). You should ensure you have purchased the Eurodrive and/or Cross Border pack before you take your Vehicle outside of the UK or Northern Ireland.

## **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. You will pay or be charged the full amount in one or in several lots as agreed between us.

- 15.1. If you book a Vehicle online:
- 15.1.1. You may decide to prepay for your booking, for example, the daily rental charge of the Vehicle and Accessories for the Hire Period and for any additional services or products. Your means of payment will be debited by the agreed amount but you will not receive an invoice for that prepayment as the confirmation email will be deemed the receipt for this. Once you have returned the Vehicle to us then we will establish whether any additional fees or charges apply and will supply an invoice to show the full charge for the Hire Period. This invoice will be sent to you via email.
  - 15.1.2. If you decide not to prepay for your booking, you will be charged at the time you pickup your Vehicle for the amount of the rental charges for the Vehicle plus the deposit and for any Accessories or additional services or products or additional Drivers or protections you decide to take out before you take the Vehicle away. The cost for this will be shown on the Rental Agreement and will be agreed with you before you sign the document. Any additional fees or charges will be charged, if applicable, when you return the Vehicle (if they can be calculated at that time) and we will supply an invoice to show the entire cost of the Hire Period. This invoice will be sent to you via email.
  - 15.1.3. If you have incurred extra costs such as fines or tolls or refuelling charges and/or surcharges or you have caused damage to and/or loss of the Vehicle and/or accessories then we will charge you at a later date for such costs together with any Third Party Administration Charges if, after the Hire Period has terminated, we become aware of them.

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

### 16.1. Modification

16.1.1. You can modify your booking free of charge provided you let us know **at least 48 hours before** the Hire Period is due to start. Please be aware that new rental prices, delivery or collection times may apply and other aspects of your rental may change if you modify your booking. Wherever possible you should use the same communication channel that you used when booking the Vehicle, alternatively, you can call our Call Centre on **0871 384 1087** (*calls will cost 10 pence per-minute plus your phone company's access charge*). We will let you know if the modification to your booking is possible. If it is possible, we will tell you about any changes to the rental which would be necessary as a result of your requested modification and ask you to confirm whether you wish to go ahead with the modification to your booking.

16.1.2. We will charge you a Reservation Amendment (or Modification) Charge as set out in the Tariff Guide each time you amend any details of your booking and you give us less than 48 hours' notice before the Hire Period is due to start or for any modifications that you wish to make once the Hire Period has started.

### 16.2. Late Cancellation & No Show

You can cancel your rental free of charge provided that you have given us **at least 48 hours' notice before the Hire Period is due to start**. Wherever possible you should use the same communication channel to cancel your rental as you used when booking the Vehicle, alternatively, you can contact our Call Centre on 0871 384 1087 (*calls will cost 10 pence per-minute plus your phone company's access charge*) to cancel the rental.

#### 16.2.1. Prepaid Rentals

If you have prepaid for your booking online via our direct booking channels:

16.2.1.1. *Late Cancellation:* If you cancel giving us less than 48 hours' notice then the prepaid amount may be refunded less a Cancellation Charge at the rate shown in the Tariff Guide.

16.2.1.2. *No Show:* If you have not cancelled your reservation and you fail to pick up the Vehicle then your prepayment may be refunded less a No Show Charge at the rate shown in the Tariff Guide.

16.2.1.3. If we cancel or fail to cancel the booking you will be fully reimbursed for any sums that you have paid to us for the booking.

#### 16.2.2. Pay on arrival rentals

You can lodge your credit or debit card details with us and we will guarantee your Vehicle until close of business on the day your rental is due to start.

16.2.2.1. *Late Cancellation:* if you use this facility to guarantee your reservation and you don't give us 48 hours' notice to cancel before the rental start time then you agree that we may charge the Cancellation Charge set out in the Tariff Guide against that credit or debit card to reflect the fact that we held the Vehicle for you without any rental transaction ultimately taking place.

16.2.2.2. *No Show:* if you use this facility to guarantee your reservation and you don't pick up the Vehicle on

the day then you agree that we may charge the No Show Charge set out in the Tariff Guide against that credit or debit card to reflect the fact that we held the Vehicle for you without any rental transaction ultimately taking place.

16.2.2.3. If you don't use this facility to guarantee your reservation and have therefore not supplied any credit or debit card details and you either don't give us 48 hours' notice to cancel before the rental start time or you don't pick up the Vehicle on the day then you may remain liable for the Cancellation Charge or the No Show Charge set out in the Tariff Guide (whichever applies in the circumstances).

## 17. WHAT IF I WANT TO EXTEND MY HIRE PERIOD?

In case you want to extend the Hire Period shown on your Rental Agreement you must contact us at least 2 working hours before the end of the Hire Period or any previously agreed extension.

17.1. If we agree to extend the Hire Period you must pay us an Extension Charge (at the rate shown in the Tariff Guide) before the end of the Hire Period.

17.2. If such an extension means that the Hire Period will exceed a period of 84 days then you must :

17.2.1. return the Vehicle to the Europcar Branch where you picked it up and pay any outstanding amounts due; and

17.2.2. negotiate the hire of a new vehicle and enter into a new Rental Agreement with us.

17.3. If you do not contact us in time, or do not pay the Extension Charge, then, we will charge you the daily charge for each day (or part day) that you keep the Vehicle beyond the end of the Hire Period plus an Unauthorised Extension Charge (as set out in the Tariff Guide). If we consider it to be appropriate then we will also have the right, without prior notice, to take any legal action necessary to effect the immediate return of the Vehicle. Please note that unless we expressly agree to the extension you will no longer be insured to drive the Vehicle.

17.4. The cost for both the Extension Charge and the Unauthorised Extension Charge can be found in the Tariff Guide. **If you are a Referred Driver then, unless agreed otherwise, you will be responsible for all charges during the extended Hire Period.**

## 18. WHAT IS THE FUEL POLICY ?

18.1. The rules applicable to fuelling and refuelling 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 our Branch staff for details of all available options when you collect the Vehicle.

18.2. All Vehicles are supplied with a full tank of fuel. The following two options may then be made available to you:

### 18.2.1. Full Tank Option

18.2.1.1. At pick up we will request a pre-authorisation against your credit or debit card for the value of a full tank of fuel as well as the deposit (see section 19.1 below). The cost of the tank of fuel will depend on the Vehicle type and engine size.

18.2.1.2. If you return the Vehicle to us full of fuel (proof of refuelling may be required (see sections 18.2.3.2.1 and 18.2.3.2 below) then we will not process the pre-authorisation for the full tank of fuel.

18.2.1.3. If you return the Vehicle with a fuel tank that is not full to its maximum capacity and you have travelled more than 60 miles then we will process the pre-authorisation for the full tank of fuel.

### 18.2.2. Full to Full Option

18.2.2.1. We provide you with a Vehicle with a full tank of fuel.

18.2.2.2. You return the Vehicle with a full tank of fuel.

18.2.2.3. You pay nothing for either fuel or a refuelling surcharge

If you have taken up this full to full option and the Vehicle is not returned with a full tank of fuel you will be charged for the missing fuel according to the refuelling rules set out in section 18.2.3 below and in the Tariff Guide. You agree that the total amount we charge you represents the reasonable cost to us arising from your failure to return the Vehicle to us with a full tank of fuel.

### 18.2.3 Refuelling Rules

The rules regarding refuelling will depend on the total number of miles you have driven during your Hire Period:

18.2.3.1. **If the Vehicle has travelled 60 miles or less in total during your Hire Period** (including collection mileage (if applicable)) and

18.2.3.1.1. *you return the Vehicle full of fuel* (the fuel gauge is showing Full) then no refuelling surcharge will apply if:

- you can supply a valid fuel receipt that shows you purchased fuel for the Vehicle sometime within the 24 hours preceding the date and time of its return and at a fuel station that is less than 15 miles from the Europcar Branch of return; or
- you purchased our Full Tank Option in which case we will not process the credit card pre-authorisation for the full tank of fuel;

18.2.3.1.2. *the Vehicle is not full of fuel when you return it or you do not have a valid fuel*

*receipt and you did not purchase our Full Tank Option then*

- we will charge you only for fuel you used. To do this we will use the *manufacturer's combined mpg* for your Vehicle to calculate fuel consumed for the number of miles travelled during the Hire Period. The fuel charges for the calculated fuel consumption will be at the rate shown in the Tariff Guide. So, for example, if the Vehicle has travelled 60 miles and the *manufacturer's combined mpg* for your Vehicle is 30 mpg then we will charge you based on 2 gallons used or 9 litres.

- No refuelling surcharge will be applied.

18.2.3.2. **If the Vehicle has travelled more than 60 miles in total during your Hire Period** (including collection mileage (if applicable))

The fuel level shown by the fuel gauge inside the Vehicle will be used as proof of a full fuel tank. The tank is considered to be full when the needle on the fuel gauge is pointing to its maximum level (8/8ths full)

18.2.3.2.1. *If you return the Vehicle full of fuel* (the fuel gauge is showing *the maximum level*) then no refuelling charges will apply. If you purchased our Full Tank Option then the price that was pre-authorised against your credit or debit card for the full tank of fuel will not be processed.

18.2.3.2.2. *If the Vehicle is not full when it is returned to us* (ie., the fuel gauge is reading less than the maximum)

18.2.3.2.2.1. If you purchased our Full Tank Option then the price that was pre-authorised against your credit or debit card for the full tank of fuel will be processed;

18.2.3.2.2.2. If you did not purchase our Full Tank Option then you will be charged for the missing fuel based on the visual level of the fuel gauge and calculated to the nearest missing 8th shown on the fuel gauge as follows:

- If the needle is sitting between 2 graduations then the missing 8th will be calculated to the closest graduation.
- If the needle is exactly in the middle of 2 graduations then the missing 8th will be calculated by the highest graduation (in your favour). For example., if the Vehicle is returned with a fuel tank showing 7/8ths full or more then you will not be charged for refuelling.

### 18.2.3.3 Refuelling surcharge

Irrespective of the method we use to calculate the fuel charge if, on the return of the Vehicle:

18.2.3.3.1. less than seven (7) litres is missing from the tank then you will be charged only for the fuel charges as shown in the Tariff Guide. The refuelling surcharge will not apply;

18.2.3.3.2. more than seven (7) litres of fuel is calculated to be missing then in addition to the fuel charges we will charge you a refuelling surcharge as shown in the Tariff Guide.

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

As we have already stated in section 9 (*What are the other charges I have to pay?*) you will be required to provide a security deposit when you pick up the Vehicle. The amount of the deposit is shown on the confirmation email sent to you at the time of your booking. You can review our deposit policy at the following address on our website

<http://www.europcar.co.uk/terms-and-conditions/deposit-policy>.

- 19.1. You can pay the deposit by debit card or credit card and we've set out below what will happen for each payment method. If you have prepaid your daily rental charges we will need to see the card that you used for the prepayment before we release the Vehicle to you but you can pay for your deposit using a different payment method if you wish.

**Credit cards:** we will request an electronic authorisation from the issuing bank to ring-fence the deposit value against the card but not actually withdraw the funds. The available credit on the card will be reduced by the deposit value but the amount will not appear on your monthly statement. Provided there are no extra charges and/or fees to pay when you return the Vehicle to us at the end of the Hire Period and it has been checked-in then the deposit amount will be released;

**Debit cards:** we will request an electronic pre-authorisation from your bank to ring-fence the deposit value against your debit card account. Whilst we do not physically withdraw the money at this stage you must have sufficient funds in your bank account to cover the deposit. Please note that the funds available to you in your bank account will be reduced by the pre-authorised amount so you should ensure that other payments you may need to make from this account will not be compromised as a result. Provided there are no extra charges and/or fees to pay when you return the Vehicle to us at the end of the Hire Period and it has been checked in then the deposit amount will be released. This release may be reflected as a change to the available balance or a reversal of the pre-authorised amount.

- 19.2. You agree that at any time during or after the Hire Period any and all additional charges that may arise under the Contract or related to your rental of the Vehicle (except for those that relate to damage to the Vehicle) can be offset against your deposit and, where there is no deposit or the deposit is insufficient, that we can apply such charges (i.e. the full amount or the difference between the amount we are entitled to and any deposit) to the credit or debit card presented by you before entering into the Contract or we can issue an invoice to you for those sums that will be payable within 14 days of the date of the invoice.
- 19.3. If there are no additional charges that need to be paid for when you return the Vehicle to us at the end of the Hire Period then the deposit value will be released to your credit card or refunded in full to your debit card (whichever applies to the method of payment you used to provide the deposit at the start of the Hire Period). Please note that it may take up to 10 working days for the deposit monies to be available in your credit or debit card account depending on your bank or card provider.

## 20. CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD ?

- 20.1. If your payment card was issued in a country outside of the UK then, when you come to collect the Vehicle, we will ask you to choose whether you wish to pay either in pounds sterling (GBP) or to pay in your credit card's base currency (credit card billing currency). We will record the choice you make at the time of pick-up.
- 20.2. If, when you return the Vehicle to us, you decide you would like to change the payment currency then it can be done provided you ask for the change **before we calculate and print the final invoice**. Once the invoice is produced it will be too late and whatever currency you chose at the time of pick up will apply.
- 20.3. If you wish to make payment in the credit card billing currency then the invoiced amount will be converted at the exchange rate determined by UBS and Credit Suisse on the day of payment. You will also be charged commission on the exchange at 3.25%.
- 20.4. Any delayed or amended charges (for example if we receive any traffic penalties or parking charges after you have returned the Vehicle) will be made in the currency you chose for your Hire Period and using the exchange rate applicable on the day they are processed.

**If for whatever reason the conversion cannot be processed by Europcar the transaction will be submitted in GBP.**

## 21. HOW IS EUROPCAR PROTECTING AND USING MY PERSONAL INFORMATION ?

### 21.1. Protection of the Personal Information

- 21.1.1. We collect and process your personal information strictly in accordance with the requirements of the Data Protection Act to the extent necessary to assist us in providing you with Vehicle rental services and to maintain and improve of our administration.
- 21.1.2. You are informed of any information that we need to collect whether in the Europcar Branch or online or via our Reservation Centres.
- 21.1.3. You should note that some of the recipients of the personal information may be located in countries where data protection legislation does not provide a sufficient level of protection equivalent to English law. By continuing to use our services, the website and by providing any personal information, you consent to such transfers, storing and processing of your personal information outside the European Economic Area, including to countries where under their local laws you may have fewer legal rights.
- 21.1.4. You have a right to access, rectify and delete the personal information concerning the rental. You may exercise this right by sending a letter to the following address:

**The Data Protection Officer, Europcar Group UK Limited, James House, 55 Welford Road, Leicester LE2 7AR.**

## 21.2. Use of the Personal Information

We may use any personal information you have given us, including the details of any Driver(s) or Referred Driver as follows:

- 21.2.1. For the purposes of the rental to verify identity, process and collect payment under the Contract, monitor fraud and deal with any issues before, during and after the Hire Period.
- 21.2.2. We will obtain information from third parties concerning you and/or any Driver(s) to decide whether to rent a Vehicle to you. Before your rental starts we will check your identity and that of any Driver(s) by carrying out an identity check. We may pass your personal information to third party agencies for the purposes of checking your identity and that of any Named Driver and they may keep a record of any search that they do. This identity check will leave an electronic note or "footprint" on your record but **will not** affect your credit rating; it is not used as part of the credit vetting process and the information is not sold to third parties.
- 21.2.3. We will keep a record of any breach of the Contract, suspected fraud or accident history to help us with future decisions about you and/or any Named Driver.
- 21.2.4. We may give the personal details on the Rental Agreement, and details of your performance of obligations under the Rental Agreement to companies that are part of the Europcar Group as well as its franchisees; to credit reference agencies, DVLA, HM Revenue & Customs, the police, debt collectors (including solicitors) and any other relevant organisation.
- 21.2.5. We may also give the personal details to the British Vehicle Rental & Leasing Association ("BVRLA"), who may pass the details on to any of its members to help them decide whether they will accept you or any Driver(s) as a customer. Our data protection policy is available from: <https://www.europcar.co.uk/security-and-privacy-policy>.
- 21.2.6. Where you have agreed we will use the personal information for marketing purposes such as special promotions and loyalty programs.

**By accepting these T&Cs you expressly acknowledge having granted your explicit consent with the privacy policy contained in this section 21.**

## 22. ARE THE VEHICLES EQUIPPED WITH A TRACKER ?

To maintain and protect the Vehicle we may use electronic devices that monitor the condition, performance and operation of a Vehicle and/or track a Vehicle's movements into mainland Europe and alert us when Vehicles cross the border from Northern Ireland into the Irish Republic. This information may be used both during and after termination of the Hire Period.

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

### 23.1. Our Liability

- 23.1.1. We will be responsible for personal injury or death that is caused by our negligence.
- 23.1.2. You accept that in certain circumstances it will not be possible to provide you with a Vehicle or to provide

you with the Services you have reserved. In such circumstances or if we are in breach of this Contract you agree that our maximum liability for any losses (including any loss of profits, loss of business, business interruption, or loss of business opportunity) in contract or tort will be limited to the value of the Vehicle hire and/or any ancillary services you reserved during the booking process.

### 23.2. Customer Service

- 23.2.1. Wherever your rental took place you can choose to consult with the Customer Services department in your country of residence. Your Customer Services team will contact the country of your rental on your behalf and try to resolve your query.
- 23.2.2. You can contact the UK Customer Services team:
  - 23.2.2.1. by phone on **0371 384 0235** (which will be charged at the standard landline rate (or similar) but other networks will vary depending on your service provider); or
  - 23.2.2.2. by email to **customerservicesuk@europcar.com**; or
  - 23.2.2.3. if you prefer, you can write to us in the UK at James House, 55 Welford Road, Leicester LE2 7AR.
- 23.2.3. Whether you call us or write to us we'll aim to respond to your query or complaint within 10 working days of receiving your communication. If we can't respond in these timescales, we'll tell you why and let you know when we aim to reply to you.
- 23.2.4. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us at the time of your booking.
- 23.2.5. If, after you have consulted with our Customer Services team, you have a further dispute in regard to your query then you have the right to appeal to our trade association ("BVRLA") details of which can be found under section 24.2.
- 23.2.6. We are under a legal duty to provide Vehicles that are in conformity with the Contract. Nothing in these terms will affect your legal rights or remedies. For detailed information please visit the Citizens Advice website ([www.adviceguide.org.uk](http://www.adviceguide.org.uk)).

### 23.3. Applicable Law & Jurisdiction

In case of any dispute regarding your rental, the applicable law will be the law of the country of pick-up of the Vehicle. For instance if you pick up the Vehicle in the UK then, irrespective of your nationality or your place of residence, you agree that the applicable law will be English law and subject to the jurisdiction of the English and Welsh courts. However, if for example, you are an English citizen and you hired a Vehicle whilst in Germany then your rental will be subject to German law.

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

- 24.1. 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).
- 24.2. In the event we are unable to resolve any complaint you may have under any UK Contract then you have the right of appeal to the British Vehicle Rental and Leasing Association ('BVRLA') which is approved by the UK Government for resolution of consumer disputes relating to car rentals that take place in the UK. Further details about BVRLA can be obtained at the following address: <http://www.bvrla.co.uk/>
- 24.3. If your complaint relates to a rental outside of the UK then you have the right of appeal to the European Car Rental Conciliation Service which is an approved Consumer Alternative Dispute Resolution body which is listed on the European Commission's online dispute resolution platform <http://ec.europa.eu/odr>.

## 25. GENERAL

### 25.1. Animal Policy

- 25.1.1. We do not allow any animals other than assistance dogs ('Assistance Dogs') to be transported in our Vehicles.
- 25.1.2. We do not supply dog guards or any other form of animal restraint for our Vehicles. If you are travelling with an Assistance Dog you are therefore responsible at all times for its behaviour, safety and well-being. This responsibility includes ensuring that the Assistance Dog is suitably restrained at all times so that it remains safe; it does not distract the Driver or cause risk or injury to you or any other passengers sharing the Vehicle with you.
- 25.1.3. We do not under any circumstances accept liability for damage suffered by the Vehicle or for injury caused to the Assistance Dog or to you or the Driver or to any passengers as a result of your failure to keep the Assistance Dog appropriately restrained and/or controlled.
- 25.1.4. In addition you are required to return the Vehicle to us in the same condition as it was at the start of the Hire Period (fair wear and tear excepted). If it is returned to us in a dirty or messy and/or damaged condition to the extent that it will require specialist cleaning and/or repair before it can be rented to the next customer then you will be liable for the valet or special cleaning charge described in sections 9.3.2 above and for any Light Damage or Serious Damage repairs (if appropriate) as described in section 12.9 and 12.11 above.

### 25.2. Notifications

All notifications that need to be served on either you or us in regard to your Rental Agreement will be sent to the address indicated in the Rental Agreement unless either of us notifies the other party to the contrary.

### 25.3. End of Rental Agreement

- 25.3.1. If you are a consumer we may end the Contract immediately if we discover that any of your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you or steps have been taken to make you

bankrupt or for you to enter into an individual voluntary arrangement.

- 25.3.2. If you are a company we may end the Contract immediately if you go into any form of insolvency or you call a meeting of creditors or we discover that any of your goods have been taken away from you to pay off your debts or receive adverse information or fraudulent financial information.
- 25.3.3. If you are ending the Contract for one of the reasons set out below the Contract will end immediately and we will refund you in full for any Vehicle which has not been provided or has not been provided properly. The reasons are:
- 25.3.3.1. we have told you about an error or a change in the price or description of the Vehicle you have booked and you do not wish to proceed;
- 25.3.3.2. we have suspended hire of the Vehicle for technical reasons, or notified you we are going to suspend hire of the Vehicle for technical reasons, in each case for a period of more than 14 days without providing a suitable alternative vehicle to replace the (suspended) Vehicle for the remainder of the Hire Period; or
- 25.3.3.3. you have a legal right to end the Contract because of something we have done wrong
- 25.3.4. If the Contract ends it will not affect our rights under the Contract including the right to receive and/or claim any amounts which you owe to us under the Contract.
- 25.3.5. If you end the Contract after the Vehicle is delivered to you, you must return the Vehicle to us. If you are ending the Contract because we have told you of an error or change in pricing or description or because you are exercising your legal rights to end the Contract because of something we have done wrong then we will pay the costs of return.

## 26. INSURANCE AND PROTECTION PROVISIONS

- 26.1. This section 26 summarises the protection and insurance products we offer that are designed to cover your potential financial exposure if any of the following circumstances occur whilst you are renting and using one of our Vehicles. Without them, you will be personally responsible for the financial consequences:
- 26.1.1. **Liability to a Third Party** which means **other people's** bodily injury or death and / or damage to their property that occurs because of an accident or incident that you may cause.
- 26.1.1.1. Damage to a third party's property could include a third party's vehicle and its contents, buildings or their contents, machinery or personal possessions.
- 26.1.1.2. The cost of any business interruption associated with either the third party's injury or death and/ or the damage to their property will also form part of this liability.
- 26.1.2. **Damage to or theft of the Vehicle.** This may be a result of a collision or an attempted theft and need to be repaired or it may be so badly damaged that it is irreparable and we write it off, or it may be stolen and not recovered

26.1.3. If you are the driver of the Vehicle at the time of a collision and you are responsible for the collision taking place then whilst any injured Passengers may be covered by our Third Party Liability insurance your own death or injuries, together with the possible associated consequences of it, will not. You can, however, be protected from such circumstances if you purchase our Personal Accident protection separately. Details of how this Personal Accident protection can benefit both you and your Passengers are available under section 26.7 below of these Insurance and Protection provisions.

## 26.2. Definitions

For the purposes of these Insurance and Protection Provisions we have given the following words or expressions a particular meaning:

**Abnormal use** means that your use of the Vehicle whilst you are in charge of it doesn't comply with the Road Traffic laws that prevail and/or does not meet with the requirements of these T&Cs and/or does not meet with the standards of driving that would be expected of a reasonable and prudent driver

**Accident Report** means a full and complete signed statement (including any other document(s)) which records all of the facts of an accident or incident as they occurred (for example, how the event occurred, the nature of the damage to the Vehicle, the location where the incident took place, the dates and circumstances and any potential witness details)

**Basic Protection** means our standard protection products of collision damage (or damage liability) waiver and theft waiver covers that are included in rentals unless you selected the USA or Canada as your country of residence and opted for a rate exclusive of Basic Protection when booking your rental. If Basic Protection is included in the rental charge then, as long as you have complied with these T&Cs and have not committed a breach of any applicable laws, your financial liability for the total charge for damage resulting from an accident or incident or the theft or attempted theft of a Vehicle will be no more than the Excess amount

**Bodily Injury (or bodily injury)** means any physical injury or psychological damage suffered by a person that is caused as the direct result of an accident; it is not something that is intentionally self-inflicted and it does not result from sickness or disease

**Book value:** means the value of the Vehicle calculated by an industry recognised system which provides a figure that is the difference between the retail value and the trade value of the Vehicle at the time of the incident.

**Collision (or collision)** means the impact of the Vehicle with another fixed or moving body or object

**Excess amount** is a specified sum of money that, provided you have complied with these T&Cs and have not committed a breach of any applicable laws, is the maximum amount we will charge you for the damage caused to the Vehicle as a result of a collision or its attempted theft during the Hire Period; or the loss of a Vehicle if it is written off because it is irreparable or if it is stolen and we do not get it back. The Excess amount is a non-waivable sum that is governed by the conditions of the Protection product you have purchased.

**Hire Period** means the period of time you wish to rent the Vehicle from us. This is specified on the rental agreement and will not exceed 84 days

**Loss of Use** is a charge to take account of our loss of revenue: (i) while the Vehicle is being repaired or while it has been seized; or (ii) on a Vehicle which is a Total Loss (as described in section 12). We calculate Loss of Use on the basis of the daily rental rate set out in the Rental Agreement

**Medium Protection** improves the cover offered by the Basic Protection package by reducing the Excess amount on standard Vehicles, Selection Vehicles and vans.

**Passenger** means **any person other than the driver** that is being transported or is travelling in or on the Vehicle on a gratuitous basis. A Passenger is viewed as a Third Party under the mandatory Third Party Liability insurance regimes

**Premium Protection** is a package which is available for standard Vehicles if you are aged 26 or over and your rental starts in the UK at any of the participating branches. It improves the cover offered under the Basic Protection package by reducing the Excess amount to zero. Premium Protection is not available at all for Selection Vehicles or vans.

**Protection (or protection)** in these Insurance and Protection Provisions applies to the means by which your financial liability for any damage to or loss of a Vehicle is limited to the Excess amount. It should be noted that this Protection is not provided by way of an insurance policy

**Selection Protection** is available specifically for renters of our range of Selection Vehicles. It improves the Basic Protection cover by reducing the Excess amount to £100

**T&Cs** means the documents that, together, form the Contract (as defined in sections (i) to (iv) inclusive of the Recitals set out on page 3 of these Terms and Conditions of Hire) which you acknowledge you have read and approved before you sign the rental agreement to rent any Vehicle from us and which set out the rights and obligations that will apply to both you and us throughout the Hire Period.

**Third Party** means any party to an incident **other than the driver of the Vehicle**. For the avoidance of doubt a Passenger is deemed to be a Third Party

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

**Vehicle** means the vehicle you will be renting from us or you will be driving with our authorisation.

**We or we/ Us or us / Ours or ours** means Europcar in the United Kingdom

**You or you / Yours or yours** means any driver that is named on the Rental Agreement

## 26.3. Mandatory Third Party Liability Insurance

We are required by the laws of all of the countries in which we operate our vehicle hire services to insure our Vehicles against liability for the claims or actions of Third Parties. Third Party Liability insurance is therefore automatically included as part of our vehicle hire services and you will be covered for the consequences others may suffer as a direct result of your actions whilst you are driving the Vehicle up to the level legally required by the country in which you are renting the Vehicle.

### 26.3.1. What am I covered for ?

You will be insured against liability for the following damage that you cause when you are using the Vehicle:

- 26.3.1.1. bodily injury or death suffered by Third Parties; and
- 26.3.1.2. property damage sustained by Third Parties and losses and costs arising as a consequence of the damage.

### 26.3.2. What is excluded from the cover ?

Third Party Liability insurance does not cover:

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

### 26.3.3. What is the amount of my financial exposure for Third Party Liability ?

You will be covered for the sums owed as a consequence of any Third Party Liability arising as the result of a collision that you may cause up to the level legally required by the country in which you are renting the Vehicle provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations) or these T&Cs.

However, if you didn't comply with those laws and/or regulations and/or these T&Cs then, whilst our insurer will still fulfil its obligations to Third Parties under the Third Party Liability insurance policy, it may seek to recover from you some or all of the costs it may have paid to that Third Party as a result of the incident.

### 26.3.4. How to notify us ?

Where an incident occurs that involves Third Parties it is important that you do your utmost to report the collision to the First Call Assist telephone reporting line (**0800 0280 999**) at the earliest possible opportunity providing full details of both the incident and of the Third Party. This will allow us to defend our case against the Third Party (if you are responsible for the incident) or to recover costs from the Third Party (if the Third Party is responsible for the incident).

## PROTECTION PRODUCTS

### 26.4. Collision Damage Waiver

**Our collision damage waiver cover** limits your financial exposure for damage caused to the Vehicle whilst it is in your care. If you purchase our standard collision damage waiver product and comply with the applicable laws and these T&Cs then

we will pay for any damage to the Vehicle that exceeds the Excess amount (including any Engineer's Charge (as set out in the Tariff Guide) and a Loss of Use Charge calculated as indicated in section 12.11.2.1, but not the Light Damage Administration Charge or the Serious Damage Administration Charge or the Tyre and/or Windscreen Damage Administration Charge, which you will remain liable to pay). You can reduce or eliminate the Excess amount by purchasing our Medium or Premium Protection cover instead of the Basic Protection package.

Collision damage waiver cover is included in the daily rental charge for the majority of rentals unless either the USA or Canada is your country of residence and you opted for a rate exclusive of Basic Protection when booking your rental. In these circumstances the Basic Protection package (which includes collision damage waiver) may not be included in the rate and you will need to confirm to us at the point of collection that you have similar and acceptable waiver cover in place through your credit card before we will release a Vehicle to you. We do not accept personal car insurance policies (except corporate fleet insurance (see section 9.2 of the Terms and Conditions of Hire)) or any third party waiver products that can be purchased online via a Broker or similar trader.

Collision damage waiver does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by you or by any Passenger.

### 26.4.1. What does this protect me against ?

Collision damage waiver cover limits your liability for damage to the Vehicle to a maximum sum of the Excess amount plus the Light Damage Administration Charge or the Serious Damage Administration Charge, in circumstances where:

- 26.4.1.1. you collide with a fixed or moving object; or
- 26.4.1.2. the Vehicle is subject to an act of vandalism while you are driving or using it; or
- 26.4.1.3. any glass or lights or reflectors are damaged or broken or tyres are damaged or punctured during a collision.

### 26.4.2. What is excluded from the Protection ?

The Collision Damage Waiver will not operate to limit your liability as set out above in circumstances where the damage to the Vehicle is caused:

- 26.4.2.1. by the wilful acts of the driver; or
- 26.4.2.2. by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (*dangerous goods being any product or substance that, due to its nature and/or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle*); or
- 26.4.2.3. by the Vehicle hitting a bridge, car park barrier or other overhead object; or
- 26.4.2.4. by its total or partial theft or an act of vandalism whilst the Vehicle is left unattended; or

- 26.4.2.5. by your negligence (*which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances*) or the negligence of your Passengers (*for example a fire caused by the use or disposal of cigarettes or cigars*); or
- 26.4.2.6. because the keys are lost or stolen or damaged

Loss of or damage to your own property that is being transported or kept in or on the Vehicle during the Hire Period is not covered by the Collision Damage Waiver.

**26.4.3. What must I do to benefit from the Protection ?**

You must:

- 26.4.3.1. \*\*purchase the protection if it is not included in the rental charge;
- 26.4.3.2. \*\*comply with these T&Cs and all applicable laws and local traffic regulations when you are driving the Vehicle;
- 26.4.3.3. \*\*notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your Hire Period. Notification should be made to First Call Assist on telephone number **0800 0280 999** providing full details of the incident.

\*\* these are the minimum requirements.

**26.4.4. What is the amount of my financial exposure ?**

If you have not purchased this Protection and during the Hire Period the Vehicle is damaged, you will not benefit from the limitation of liability set out above and you will be liable to pay the sums set out in section 12 above in full. If you have purchased this Protection and, provided you have complied with these T&Cs and the applicable law and road traffic regulations, then the maximum you will have to pay us is the Excess amount plus the Light Damage Administration Charge or the Serious Damage Administration Charge.

**26.5. Theft Waiver**

Our theft waiver cover 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 during the Hire Period. If you have purchased this product then, provided you have complied with these 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 (including any Engineer's Charge (as set out in the Tariff Guide) and a Loss of Use Charge calculated as indicated in section 12.11.2.1, but not the Light Damage Administration Charge or the Serious Damage Administration Charge, which you will remain liable to pay).

Theft waiver cover is included in the daily rental charge for the majority of rentals unless you selected the USA or Canada as your country of residence and opted for a rate exclusive of Basic Protection when booking your rental. In these circumstances the Basic Protection package (which includes theft waiver cover) will not be included in the rate and you will need to confirm to us at the point of collection that you have similar and acceptable waiver cover in place through your credit card before we will release a Vehicle to you. We do not accept personal car insurance policies (except corporate fleet insurance (see section 9.2 of the Terms and Conditions of Hire)) or any third party waiver products that can be purchased online via a Broker or similar trader.

**26.5.1. What am I protected against ?**

Theft waiver cover protects you against liability for any amount greater than the Excess amount plus the Light Damage Administration Charge or the Damage Administration Charge in circumstances of:

- 26.5.1.1. the theft of the Vehicle and any Accessories following an occurrence of breaking and entering (*Accessories being any supplementary component that is installed in or on the Vehicle that improves its specification*)
- 26.5.1.2. the attempted theft of the Vehicle and of any Accessories
- 26.5.1.3. any act of vandalism to the Vehicle whilst it is stationary and left unattended by you
- 26.5.1.4. any glass or lights or reflectors that may be damaged or broken or tyres that are damaged or punctured as a result of the theft

**26.5.2. What is excluded from the Protection ?**

Theft waiver cover will not protect you and you will not benefit from the limitation of liability set out above in the following circumstances:

- 26.5.2.1. 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 unauthorised person; your failure to use the anti-theft system appropriately when the Vehicle is left unattended, any failure by you to return the keys to us or if you left the Vehicle unlocked when you weren't using it;
- 26.5.2.2. Theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle.

**26.5.3. What must I do to benefit from the cover ?**

You must:

- 26.5.3.1. \*\*purchase the product if this is not included in the rental charge;
- 26.5.3.2. \*\* comply with these T&Cs as they apply to the theft or potential theft of a Vehicle
- 26.5.3.3. \*\*notify the local police of any incident or event immediately or as soon as is reasonably practicable and provide us with the police report or evidence that the theft has been notified to the police.
- 26.5.3.4. Notify the pick up station of the theft and return the keys.
- 26.5.3.5. Notify the pick up station, within 24 hours of the time you discover the Vehicle is missing and forward the keys to us at the place you picked the Vehicle up.

\*\* these are the minimum requirements.

**26.5.4. What is the amount of my financial exposure ?**  
If, during your rental, the Vehicle is stolen or is damaged in an attempted theft or due to vandalism and you have not purchased theft waiver cover then you will be liable to pay, in full, the relevant sums set out in section 12 above.

With theft waiver cover, provided you have complied with these T&Cs, the maximum you will have to pay us is the Excess amount plus any other applicable charges or fees as set out in the Tariff Guide.

## OTHER PRODUCTS

You can choose to limit your financial exposure further by purchasing the following Protection products. Please be aware that there are nevertheless exclusions as described below.

### 26.6. Value Cover: Glass, Lights and Tyre Protection

This product will apply to any damage that occurs to glass, lights or tyres in circumstances of normal use of the Vehicle during the Hire Period. It will reduce your financial liability for the Excess amount defined by your Protection product (ie., Basic, Medium, Premium or Selection Protections) to £zero as long as you have complied with these T&Cs.

#### 26.6.1. What am I protected against ?

If you have purchased this product you will be protected against the financial liability for damage to:

- the windscreen; or
  - any side or rear windows; or
  - lenses (reflection of light) and lights; or
  - rear view mirrors
- } that are in or on the Vehicle if the damage occurs during your rental
- damage to tyres on the Vehicle unless it arises from any Abnormal use (see definition under section 26.2 above) you may make of the Vehicle

#### 26.6.2. What is excluded from the Protection ?

You are not protected under this product

26.6.2.1. against the damage to the Vehicle if it arises because of wilful acts or negligence that you commit whilst using the Vehicle and which causes damage; or

26.6.2.2. for the Tyre or Windscreen Damage Administration Charge or the Serious Damage Administration Charge (whichever applies in the circumstances) as set out in the Tariff Guide.

#### 26.6.3. What must I do to benefit from the Protection ?

You must:

- 26.6.3.1. purchase it
- 26.6.3.2. comply with these T&Cs, all applicable laws and local traffic regulations when driving the Vehicle,
- 26.6.3.3. notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your Hire Period. Notification should be made to First Call Assist on telephone number **0800 0280 999** providing full details of the incident, (the nature of damage to the

Vehicle, the location where the incident took place, the dates and circumstances and the potential witness details).

#### 26.6.4. What is the amount of my financial liability ?

If you have not purchased this Protection and, during the Hire Period any glass or lights on the Vehicle are broken and / or any tyres on the Vehicle are damaged, then you will be liable for the Excess amount defined by your Protection product (ie., Basic, Medium, Premium or Selection Protection), plus any other applicable charges or fees as set out in the Tariff Guide, including the Light Damage Administration Charge or the Serious Damage Administration Charge.

If, however, you purchase this glass, lights and tyre Protection (and provided you have complied with these T&Cs and the applicable laws and road traffic regulations) then you will have no liability for such damage.

### 26.7. Personal Accident & Baggage Protection

The following details are for information only and do not replace or supercede the terms and conditions of the current Super Personal Accident insurance ('Super PAI') policy a copy of which can be found at: <https://www.europcar.co.uk/protection-package-details>.

We automatically include Third Party Liability insurance as part of our vehicle rental services. For details of this insurance please see section 26.3 above entitled 'Mandatory Third Party Liability Insurance'.

The Third Party Liability Insurance does not, however, cover bodily injury suffered by the person driving the Vehicle at the time of a collision if that collision occurs as a result of that driver's actions (an 'at fault' driver). If you are the at fault driver of the Vehicle you will therefore not be covered for the financial repercussions of:

- personal bodily injury or death; or
- any damage to or loss of your personal property or possessions.

In order therefore to minimise your financial exposure for such damage, loss or injury in such circumstances we are offering our **Super-Personal Accident insurance** product which you can purchase.

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

It also incorporates baggage cover.

- 26.7.1. **What am I covered for ?**  
If you purchase this insurance product and you are in a collision whilst you are driving the Vehicle you can make a claim towards the financial cost of any of the possible consequences that result if you or any of your passengers die or are injured or if your personal effects are damaged or lost:
- 26.7.1.1. a lump sum payment up to the maximum stated in the Super PAI policy
- 26.7.1.1.1. in the event of your death (or presumption of death) or the death of any of your passengers within 24 months of the collision or incident as a result of the collision; or
- 26.7.1.1.2. if you or if any of your passengers ultimately remain partially or totally disabled from the consequences of the collision or incident;
- 26.7.1.2. medical expenses for you and your passengers of up to the maximum stated in the Super PAI policy (which includes hospitalisation, consultations and pharmaceutical costs; X-rays and relevant medical tests; dental treatment or any prosthetics) necessitated by the collision or incident.
- 26.7.1.3. Loss, damage, theft or destruction of your travel bags and suitcases and the personal effects (including valuable personal effects, such as jewellery or furs and computer equipment, cameras or personal hi-fi equipment) contained in them to the maximum stated in the Super PAI policy as a result of a collision or theft.
- If you and / or your Passengers are victims of a collision during the Hire Period then, provided you have purchased the product (in which case the Protection will apply to you and all passengers in the Vehicle), a claim can be made against it irrespective of who is at fault. As a result:
- 26.7.1.4. Passengers and a 'not at fault' driver (both of whom are considered to be third parties in the context of the mandatory Third Party Liability insurance regime) can not only be indemnified by the Third Party Liability insurer for injury, loss of or damage to personal property but can also collect the lump sum indemnity they are entitled to under the Super-Personal Accident Insurance product; or
- 26.7.1.5. Passengers travelling with an at fault driver will be considered third parties in the context of the mandatory Third Party Liability insurance regime can be indemnified by the Third Party Liability insurer for injury, loss of or damage to personal property but can also collect the lump sum indemnity under the Super-Personal Accident Protection product. However, an at fault driver will only be covered by the Super-Personal Accident Protection product.
- 26.7.2. **What is (mainly) excluded from the cover ?**  
This Super-Personal Accident Insurance does not cover:
- 26.7.2.1. any of the costs set out above if the expense was not incurred as a direct result of the collision or incident occurring whilst you were in control of the Vehicle or if you intentionally caused or brought about the accident or collision; or
- 26.7.2.2. any costs relating to treatment you were receiving or medical conditions you were suffering from before the accident or incident occurred; or
- 26.7.2.3. the cost of loss, or destruction of or damage to your baggage if it is
- 26.7.2.3.1. caused by fair wear and tear, depreciation or inherent defects or smokers' accidents; or
- 26.7.2.3.2. stolen as a result of your failure to secure and lock the Vehicle or if it is left in the Vehicle overnight or unattended in a public place. Loss of valuables and/or laptops will not be covered if they are left unattended in the Vehicle at any time; or
- 26.7.2.3.3. a mobile phone
- 26.7.2.3.4. any damage caused to the Vehicle
- 26.7.3 **What is the amount of my financial exposure?**  
Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations and, in particular, relating to the wearing of seat belts and not exceeding the official passenger capacity of the vehicle - for instance if 7 people are injured in a 5 seater vehicle then the Super-Personal Accident insurance will simply not apply at all) then you will be entitled to the Protection up to the indemnity limits shown in the Super PAI policy copy stored at <https://www.europcar.co.uk/protection-package-details>.
- However, if you didn't comply with those laws and/or regulations then our insurer may refuse the cover altogether or, if it can be shown that you were partially responsible for the level of injury you suffered in the collision or incident, it may seek to reduce its liability for the costs.

## 26.8 Enhanced Partner Protection ("EPP")

Our **Enhanced Partner Protection product (EPP)** applies only where you have booked a rental through a car-hire cost comparison website or a travel agent that we have approved ("**Broker**") and you have purchased a relevant insurance product (an "**insurance policy**") through that Broker. The EPP product is only available from the Europcar Branch at the time you pick up the Vehicle.

### 26.8.1 What is EPP?

26.8.1.1 EPP protects you against the requirement to pay us directly for damage and theft Excess amount charges, as well as any other charges covered by your insurance policy, if you damage the Vehicle or the Vehicle is stolen during the Hire Period. Without this product you will have to pay us for those charges (subject to the Excess amount where relevant) and then recover that sum from your insurer under the insurance policy that you have purchased from them.

26.8.1.2 When you purchase EPP we will not charge you directly for the damage, theft or attempted theft of the Vehicle but we will engage with your insurer to recover the sums owing that are covered by your insurance policy. All you will have to do is inform us about the incident in accordance with your obligations under clauses 12 or 14 of these T&C.

**26.8.2 What do I need to be aware of when considering this product?**

- 26.8.2.1 EPP is only available for bookings made through certain Brokers with whom we have agreed this process. You will therefore need to ask our Branch staff to confirm whether EPP is available for your booking.
- 26.8.2.2 The price of EPP will be confirmed to you at the Europcar Branch and is contingent upon the length of your Hire Period and the Europcar Branch where you pick up the Vehicle. EPP will only apply for your original Hire Period and not to any extensions of that Hire Period.
- 26.8.2.3 By purchasing EPP:
  - 26.8.2.3.1 you are authorising us, on your behalf, to submit a claim to the insurer from whom you purchased your insurance policy and for the insurer to make payments directly to us for charges covered by your insurance policy in respect of the damage incurred by the Vehicle, or the theft or attempted theft of the Vehicle during your original Hire Period;

- 26.8.2.3.2 and you agree not to make a claim for any sum paid to us by the insurer; and
- 26.8.2.3.3 you are not excluding your liability for damage or theft of the Vehicle or other charges that may become payable under these T&Cs including damage which is not subject to the excess amount.
- 26.8.2.4 We will not refund you for the cost of EPP once the Hire Period has started or where you are subsequently unable for any reason to rely on the insurance cover you have purchased through the Broker.

**26.9 How to notify us?**

It is important that you do your utmost to properly complete and sign an accident claim form which will be made available on request. This gives us all relevant details of the incident and will allow us to ensure your claim is being handled as efficiently as possible. The accident claim form should be transmitted to us within a maximum of 5 working days of the collision or incident.



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**GENERAL PRODUCTS** - The following are products we offer that you may buy when you pick up the Vehicle. These are not included in the rental charges. Some are optional.

Description	What does it do?	Daily Rate (inc VAT)	
Young Driver Surcharge	This is a mandatory charge for hirers and drivers under the age of 26 who are subject to our Basic Protection package and any excess reduction product	£39.00 per day	
Additional Driver	The cost to authorise each additional person to drive a Vehicle and includes the Basic Protection package	£14 per day up to a maximum of £140	
DVLA Contact	This is the charge we make if we need to validate your driving licence with the DVLA	£4.75 per incident	
Congestion Charge	This is a mandatory local government tax levied to enable you to drive a Vehicle from the time of pick up from within the London Congestion Zone. The Charge will be valid up to midnight on the day of pick-up	Charged at the rate prevailing on the day of pick-up. Refer to the following website address: <a href="https://tfl.gov.uk/modes/driving/congestion-charge">https://tfl.gov.uk/modes/driving/congestion-charge</a>	
Full Tank Option	You can buy a full tank of fuel at the start of your Hire Period at less than the average fuel price calculated according to our fuel policy (please see <a href="http://www.europcar.co.uk/terms-and-conditions">www.europcar.co.uk/terms-and-conditions</a> ). If you buy this product then you can return the Vehicle to us with any level of fuel in the tank and you will not be charged for refuelling.	Either 6 pence or 12 pence per litre (depending on where in the UK your rental starts) below the average fuel price calculated according to our fuel policy as set out on our website	
Eurodrive Pack: Cars	This is mandatory if you wish to take a car and drive it outside of the UK. The pack includes our consent form VE103B.	1-2 days	£90.00
		3-6 days	£115.00
		7-10 days	£130.00
		14-27 days	£180.00
		28+ days	£250.00
Eurodrive Pack: Vans	This is mandatory if you wish to take a van and drive it outside of the UK. The pack includes our consent form VE103B	1-2 days	£99.00
		3-6 days	£127.00
		7-10 days	£143.00
		14-27 days	£198.00
		28+ days	£275.00
Cross-Border Pack	This is mandatory if you wish to take the Vehicle and drive it from Mainland UK into the Republic of Ireland and/or from Northern Ireland into the Republic of Ireland. The pack includes our consent form VE103B	1 day	£36.00
		2+ days	£22.50 per day up to a maximum of £157.50
Booster Cushion	Seating for young children	The cost to rent a booster cushion is £13.00 per day up to a maximum of £130.00.*	
Child Seats	Full seating for young children (0-7 years)	The cost to rent a child seat is £13.00 per day up to a maximum of £130.00.**	
Satellite Navigation Units		The cost to rent a satellite navigation unit is £14.99 per day up to a maximum of £149.99.***	
Late check-in	This product extends the return time by up to 2 hours.	£5.00 per rental	
Out of hours collection	If you wish to collect your Vehicle at a time that is outside of the Europcar Branch's normal opening hours or if you have reserved a Vehicle from one of our airport locations that is linked to a quoted flight number and your arrival has been delayed beyond the due closing time of the Branch then an out-of-hours collection charge may apply.	£60.00 per rental	
Out of hours key return box	This charge will apply if you return the Vehicle to the Europcar Branch outside of normal opening hours and leave the keys in the key return box. It will also apply if you leave the keys in the key return box during normal opening hours	£20.00 per rental	

\* If a Booster Cushion is lost, stolen or damaged during the Hire Period you will pay us £84 per booster cushion to replace it.

\*\* If a Child Seat is lost, stolen or damaged during the Hire Period you will pay us £84 per child seat to replace it.

\*\*\* If a Satellite Navigation Unit is lost, stolen or damaged during the Hire Period you will pay us £84 per satellite navigation unit to replace it.

**CONVENIENCE PRODUCTS** - These are optional products that are not included in the daily rental charges.

Description	What is the Charge for?	Cost Inclusive of VAT (if applicable)
Arrive and Drive (Heathrow T3 Only)	This applies if you wish to collect your hire Vehicle from outside terminal T3 at Heathrow Airport	£22.00
Meet & Greet (Heathrow Only)	A personalised service where we meet you in the Arrivals Hall and take you to your hire Vehicle in the short-stay car park	£37.00
Drop-Off Service (Heathrow Only)	We drive you to the Airport in your hire Vehicle and drop you off so you don't need to use the courtesy bus	£22.00
Deliver and Collect	This applies if you wish to have your Vehicle delivered to or collected from your home or work address in the UK. In addition to the Deliver/Collect charge you are also responsible for the cost of the fuel we use to deliver and to collect the Vehicle  Minimum notice period 2 hours for standard cars and 2 days for Selection Vehicles and Vans	<p><b>Cars</b> - Charge per delivery or collection</p> <p><b>1-6 day rentals:</b> Fixed charge of £10; and £2 per mile</p> <p><b>7+ day rental:</b> £10 up to 5 miles; then £2 per mile thereafter</p> <p>Any delivery or collection required within 48 hours of booking will be subject to a £5 additional charge</p>
		<p><b>Vans, Selection and Inbound reservations</b> - Charge per delivery or collection</p> <p>Fixed charge of £10; and £2 per mile</p> <p>Any delivery or collection required within 48 hours of booking will be subject to a £5 additional charge.</p>

**EMERGENCY TRAVEL PRODUCTS** - These are optional products that are not included in the rental charges.

Description	What does it do?	Daily Rate (inc Insurance Premium Tax)	
		**Vehicle Category	Daily Rate
Super Personal Accident Insurance (SPAI)	Provides cover for you and your passengers for: personal injury and death up to €200,000, medical expenses up to €10,000 and baggage up to €5,000	Small, Large & Selection Vehicle Groups	£8.00
		Van groups	£10.00
Emergency Travel Service (SPPAI)	Provides cover for a range of emergency situations that could arise in a foreign country such as medical repatriation, replacement of travel documents and legal referrals.	All Vehicle groups	£3.60

**ROADSIDE ASSISTANCE PRODUCTS** - These are optional products that are not included in the daily rental charges.

Description	What does it do?	Daily Rate (inc VAT)	
		**Vehicle Category	Daily Rate
Roadside Assistance Plus	Protects against having to pay recovery charges for non-mechanical breakdown or driver error incidents (eg., locking keys inside the Vehicle) which would normally be chargeable	All Vehicle groups	1-13 days £7.00 14+ days £5.00
Roadside Assistance Express	<b>This is an enhanced version of Roadside Assistance Plus available in the UK Mainland and Northern Ireland.</b> We bring a replacement Vehicle to you so you can continue your journey.	All Vehicle groups	1-13 days £11.00 14+ days £9.00

**UPGRADE CHARGES** - These are optional charges which will be applied per day if the booked Vehicle is upgraded.

Upgrade Level	What does it do?	Daily Rate (inc VAT)	
Various	It may be possible to upgrade your reserved Vehicle to a different Vehicle at the time of pick-up. Please ask for further detail at the time of collection	All Vehicle groups	Between £3.00 and £300.00 per day depending upon the Vehicle you originally booked and the Vehicle you are upgrading into

**EXCESS REDUCTION PRODUCTS** - These are optional and are not included in the rental charges.

(see table below entitled “\*\*VEHICLE CATEGORY DESCRIPTIONS and COLLISION DAMAGE WAIVER EXCESS VALUES”)

Description	What does it do?	Consolidated Pricing (inc VAT)				
		Category A Daily Rate†		Category B Daily Rate†		
	STANDARD CARS	Days Rental	Small ** Vehicle	Large ** Vehicle	Small ** Vehicle	Large ** Vehicle
<b>Premium Protection Package</b> ('Premium')	Available at participating Europcar Branches only and applies if you are aged 26 or over.  This product can reduce standard collision damage waiver excess applicable to small and large group Vehicles to zero	1 day	Up to £34.00	Up to £38.00	Up to £29.00	Up to £34.00
		2-3 days	Up to £30.50	Up to £35.50	Up to £26.50	Up to £32.00
		4-6 days	Up to £27.50	Up to £33.00	Up to £23.50	Up to £29.50
		7-13 days	Up to £24.00	Up to £30.00	Up to £18.50	Up to £23.50
		14-27 days	Up to £21.50	Up to £26.50	Up to £13.50	Up to £18.50
		28+ days	Up to £18.00	Up to £23.00	Up to £10.50	Up to £13.00
		Long Term	Up to £15.50	Up to £18.00	Up to £7.50	Up to £10.50
	STANDARD CARS	Days Rental	Small ** Vehicle	Large ** Vehicle	Small ** Vehicle	Large ** Vehicle
<b>Medium Protection Package</b> ('Medium')	Limits your financial liability in case of damage to or theft of the Vehicle to either £450.00 or £350.00  ** Vehicle Category descriptions and Collision Damage Waiver Excess Values	1 day	Up to £26.50	Up to £31.00	Up to £23.00	Up to £28.00
		2-3 days	Up to £24.00	Up to £28.50	Up to £20.50	Up to £26.00
		4-6 days	Up to £21.00	Up to £26.50	Up to £18.00	Up to £23.50
		7-13 days	Up to £18.50	Up to £24.00	Up to £13.00	Up to £18.00
		14-27 days	Up to £16.00	Up to £21.00	Up to £10.50	Up to £15.50
		28+ days	Up to £13.00	Up to £18.00	Up to £8.00	Up to £10.50
		28+ Fixed	Up to £10.50	Up to £13.00	Up to £5.00	Up to £8.00
	SELECTION VEHICLES	Vehicle Category**	Days Rental		Daily Rate	
<b>Selection Protection Package</b> ('Select')	This product can reduce standard collision damage waiver excess applicable to Selection group Vehicles to £100.00	SELECTION	1 day		£38.00	
			2-3 days		£35.00	
			4-6 days		£32.50	
			7-13 days		£30.00	
			14-27 days		£27.00	
			28+ days		£24.00	
<b>Medium Protection Package</b> ('Medium')	Limits your financial liability in case of damage to or theft of the Vehicle to £500.00	SELECTION	1 day		£34.00	
			2-3 days		£31.00	
			4-6 days		£28.50	
			7-13 days		£26.00	
			14-27 days		£23.00	
			28+ days		£20.00	

† Categories A & B Daily Rates for Premium & Medium Protection packages are linked to particular Europcar Branches. Details of these categorisations can be found on the Europcar website at <https://www.europcar.co.uk/protection-package-location-category>

**EXCESS REDUCTION PRODUCTS** - These are optional and are not included in the rental charges.

Product	What does it do?	Consolidated Pricing (inc VAT)			
CDV & OTHER VANS		Vehicle Category**	Daily Rate 1-14 days	Daily Rate 15+days	
Medium Protection Package ('Medium')	Limits your financial liability in case of damage to or theft of the Vehicle to £250	CDV	£17.85	£11.85	
		Other Vans	£22.85	£16.85	
ANY VEHICLE		Vehicle Category**	Daily Rate 1-3 days	Daily Rate 4-6 days	Daily Rate 7+ days
Value Cover	Reduces standard collision damage protection excess liability for damage to windscreens, tyres and glass to zero	Small and Large Cars	£13.00	£11.50	£10.00
		Van groups	£14.00	£12.00	£10.50
		Selection	£14.50	£13.00	£11.50

**EXCESS REDUCTION PRODUCTS FOR UNITED STATES AND CANADIAN RENTERS ONLY** - These are optional and are not included in the rental charges

Description	What does it do?	Consolidated Pricing Daily Rate (inc VAT)		
		**Vehicle Category	1 - 14 Days	15 Days +
Collision Damage Waiver	Reduces your liability for damage to the Vehicle to the standard collision damage waiver excess amount	All Vehicle groups	£12.00	£10.00
Theft Waiver	Reduces your liability for theft of the Vehicle and/or damage arising out of a theft to the standard collision damage waiver excess amount	All Vehicle groups	£12.00	£10.00
Medium Protection Package ('Medium')	Combines: Collision Damage Protection, Theft Protection, and the Medium Protection Package to reduce your liability to £250 for standard Vehicles and £500 for Selection Vehicles	Small	£29.85	£21.85
		Large	£34.85	£28.85
		Selection	£37.85	£31.85
		CDV	£32.85	£26.85
		Other Vans	£34.85	£28.85
Premium Protection Package ('Premium')	Available at participating Europcar Branches only and applies if you are aged 26 or over Reduces your liability for the full cost of a Vehicle to zero	Small	£35.85	£25.85
		Large	£40.85	£30.85
		Selection & CDV & Other Vans	NA	NA

**OTHER PROTECTION PRODUCTS**

Description	What does it do?	Consolidated Pricing Daily Rate (inc VAT)		
		Days Rental	Daily Rate Small** Vehicle	Daily Rate Large** Vehicle
Enhanced Partner Protection ("EPP")	EPP protects you against the requirement to pay us directly for damage and theft Excess amount charges for a Vehicle where you have purchased an insurance product via an on-line car-hire cost comparison website or a travel agent ("Broker").  EPP makes the process of claiming easier as we will recover the costs of the damage or theft - up to the value of the Excess amount - directly from the insurer on your behalf.  <b>For full details of this product refer to section 26.8 of the T&amp;C</b>	1 days	Up to £21.50	Up to £24.50
		2-3 days	Up to £19.00	Up to £22.00
		4-6 days	Up to £17.50	Up to £21.00
		7-13 days	Up to £16.00	Up to £19.00
		14-20 days	Up to £10.50	Up to £12.00
		21-27 days	Up to £8.50	Up to £9.00
		28+ days	Up to £5.00	Up to £5.50

**VEHICLE CATEGORY DESCRIPTIONS and COLLISION DAMAGE WAIVER EXCESS VALUES**

**Vehicle Category	Description	Standard Collision Damage Waiver Excess	Medium Excess	Premium Excess
Small	Mini / Economy / Economy Elite / Compact / Compact Elite	£1,100	Cat A Vehicle‡ £450.00 Cat B Vehicle‡ £350.00	£0.00
Large	Intermediate / Intermediate Elite / Standard / Standard Elite / Full Size / Premium / Luxury	£1,400		
Selection	Selection Vehicles	£2,000 - £3,000 maximum	£500	NA
Vans	All Vans	£1,500	£250	NA

‡ Categories A & B Daily Rates for Premium & Medium Protection packages are linked to particular Europcar Branches. Details of these categorisations can be found on the Europcar website at <https://www.europcar.co.uk/protection-package-location-category>

**OTHER CHARGES** - You may incur some of the following Charges during your Hire Period.

These are not included in the rental charges but will be calculated and payable when you return the Vehicle to us.

Description	What is the Charge for?	Cost Inclusive of VAT (if applicable)
<b>Excess Mileage Charges</b> STANDARD CARS (excludes Selection Vehicles)	<p><b>Rentals of up to 20 consecutive days:</b> mileage is unlimited and excess mileage charges will not apply</p> <p><b>Rentals of 21 consecutive days or more:</b> Excess mileage charges will apply if the car travels more than the selected mileage allowance of 30, 90 or 120 miles per day (averaged over the whole length of the Hire Period).                      For example: if during a 30 day Hire Period you drive 2,750 miles and opted for the 90 miles per day inclusive mileage allowance then you will be charged for 49 miles @ 20 pence per mile (ie., 2750 minus (30x90))</p>	20 pence per mile for each mile driven over the selected mileage allowance of 30, 90 or 120 miles per day on rentals of 21 days or more
<b>Excess Mileage Charges</b> SELECTION VEHICLES (excludes Standard Cars)	<p><b>Rentals of up to 27 consecutive days:</b> mileage is unlimited and excess mileage charges will not apply</p> <p><b>Rentals of 28 consecutive days or more:</b> Excess mileage charges will apply if the car travels more than 75 miles per day (averaged over the whole length of the Hire Period). For example: if during a 30 day Hire Period you drive 2,750 miles then you will be charged for 500 miles @ 30 pence per mile (ie., 2750 minus (30x75))</p>	30 pence per mile for each mile driven over 75 miles per day on rentals of 28 days or more
<b>Excess Mileage Charges</b> VANS	<p><b>Rentals of up to 6 consecutive days:</b> Excess mileage charges will apply if the Van travels more than 250 miles per day. For example: if during a 5 day hire you drive a Van 1350 miles then you will be charged for 100 miles @ 20 pence per mile (ie., 1350 minus (5x250))</p> <p><b>Rentals of 7 consecutive days or more:</b> Excess mileage charges will apply if the Van travels more than 90 miles per day. For example: if during a 10 day Hire Period you drive a Van 1200 miles then you will be charged for 300 miles @ 20 pence per mile (ie., 1200 minus (10x90))</p>	20 pence per mile for each mile driven above the applicable inclusive mileage allowance
<b>One-way hire</b>	<p>If, in the middle of the Hire Period, you decide you wish to return the Vehicle to a different Europcar Branch than you originally planned then you must have this authorised by us in advance (because some Europcar Branches do not accept all Vehicles) and you must pay the one-way hire Fee.</p> <p><b>ONE-WAY HIRES ARE NOT EVER PERMITTED OUTSIDE OF THE UK.</b></p> <p><b>If you do leave a Vehicle outside of the UK we will charge you for the cost to repatriate it</b></p>	<p><b>Pre-authorized UK Fee:</b>                      up to a maximum cost of £300</p> <p><b>Unauthorised UK Fee:</b>                      up to a maximum cost of £500</p> <p><b>Unauthorised overseas Fee:</b>                      up to a maximum cost of £2,000</p> <p>Please contact the Europcar Branch where you collected your Vehicle for cost details</p>
<b>Aborted Deliver and Collect Charge</b>	This applies, in addition to the Deliver or Collect charge shown above, if you are not available at your home or work address in the UK to take delivery of the Vehicle at the start of your Hire Period or to hand it back to us when we collect it at the end of the Hire Period	£37.50
<b>Fuel Charges</b>	These fuel charges will apply if: <ol style="list-style-type: none"> <li>you have not purchased our Full Tank Option; and</li> <li>you have returned the Vehicle to us at the Europcar Branch without refilling the fuel tank to its maximum capacity.</li> </ol>	£0.50 per litre above the cost of each litre of fuel that is required to refill the fuel tank of your Vehicle to its maximum capacity calculated according to the fuel policy set out in our UK website <a href="http://www.europcar.co.uk/terms-and-conditions">www.europcar.co.uk/terms-and-conditions</a>
<b>Refuelling Surcharge</b>	<p>In addition to the fuel charges, a refuelling surcharge will apply if:</p> <ol style="list-style-type: none"> <li>you have not purchased our Full Tank Option; and</li> <li>on the return of the Vehicle, more than seven (7) litres of fuel is calculated to be missing (including any fuel we use when we collect the Vehicle from your home or work address in the UK at the end of your Hire Period); and</li> <li>you return the Vehicle to us at the Europcar Branch without refilling the tank.</li> </ol> <p>If seven (7) litres of fuel or less is missing (including any fuel we use when we collect the Vehicle from your home or work address in the UK at the end of your Hire Period) then you will be charged only for the cost of the fuel; the refuelling surcharge will not apply. Please refer to section 18.2 of the T&amp;Cs for further details</p>	a one-off refuelling surcharge of £18 (if applicable)
<b>Valet charge</b>	This applies where the level of cleaning required to return the Vehicle to a rentable condition will take longer for our staff to complete than our standard 'ready-for-rent' clean. For example if you or one of your passengers smokes or has used e-cigarettes in the Vehicle	£45
<b>Reservation Amendment (or Modification) Charge</b>	To cover our administration costs each time you amend any details of your booking before the Hire Period is due to start and you give us less than 48 hours' notice of the change or for any modifications you may wish to make once the Hire Period has started	£5
<b>Changeover Charge</b>	This charge will apply if, after the Hire Period has started and for reasons of personal preference only, you wish to change the Vehicle to a different Vehicle within the same vehicle group	£25
<b>Late Cancellation Charge</b>	This charge will be made if you tell us you wish to cancel your booking but you give us less than 48 hours' notice	£45
<b>No Show Charge</b>	This charge will apply if you did not cancel your pre-paid booking and you do not collect your Vehicle	£102
<b>Third Party Administration Charge</b>	Applies where we have to provide your details to, make payments or otherwise liaise with, any third parties (for example for unpaid congestion or parking charges)	£40

**OTHER CHARGES** - You may incur some of the following Charges during your Hire Period. These are not included in the rental charges but will be calculated and payable when you return the Vehicle to us.

Description	What is the Charge for?	Cost Inclusive of VAT (if applicable)
<b>Unpaid Charges Admin Charge</b>	Applies if we have to recover unpaid charges associated with your rental. Reasonable legal fees, statutory court costs and interest may be payable in addition to this fee	£40
<b>Extension Charge</b>	Applies when you notify us that you wish to extend the length of your Hire Period	£5
<b>Recovery of Overdue Vehicles</b>	<p>These charges will apply if:</p> <ul style="list-style-type: none"> <li>• you fail to return the Vehicle to us at the end of the Hire Period without either extending the Hire Period by due process or advising us of any delay; and</li> <li>• you do not respond to our verbal request to return the Vehicle and we therefore need to write to you to recover the Vehicle.</li> </ul> <p>The following charges cover the Europcar back-office resources required to draft and deliver the following letters as a means to recover our Vehicle:</p>	
	<p><b>Letter A:</b> sent 24 hours after the return time and following an initial call by the Branch;</p>	Letter A £25
	<p><b>Letter B:</b> is delivered by hand 24 hours after Letter A if we receive no response from it;</p>	Letter B £35
	<p><b>Letter C:</b> will be sent by our Security Team via email and text if we receive no response to Letter B after 24 hours of its delivery.</p> <p><b>Failure to respond within 24 hours of Letter C being delivered will cause us to report the Vehicle to the police as stolen.</b></p>	Letter C £30

#### CHARGES FOR LOSS OR DAMAGE TO THE VEHICLE OR ACCESSORIES

Description	What is the Charge for?	Cost Inclusive of VAT (if applicable)	
<b>LIGHT DAMAGE RELATED COSTS</b>	<b>Light Damage to the Vehicle</b>	You will be notified of the charges with respect to Light Damage to the Vehicle (which are the fixed sums set out in the Light Damage Charges Schedule) once the Vehicle has been assessed at the end of the Hire Period. Light Damage is further explained in sections 12.8 and 12.9 of the T&Cs	You will be charged a Light Damage Administration Charge of £40 in addition to the fixed sums set out in the Light Damage Charges Schedule
	<b>Loss or theft of or damage to Accessories</b>	Accessories comprise general accessories identified in the Light Damages Charges Schedule (such as locking wheel nuts, parcel shelves, boot covers etc). To replace Accessories identified in the Light Damage Charges Schedule which have been lost or damaged, we charge the fixed sums set out in the Light Damage Charges Schedule.	A Light Damage Administration Charge of £40 will be added to the charges for the replacement accessory(ies) identified in the Light Damage Charges Schedule.
	<b>Keys</b>	The cost to replace lost, stolen or damaged keys can be up to £500 depending on the make and model of the Vehicle	A Light Damage Administration Charge of £40 will be added to the charges identified in the Light Damage Charges Schedule for the replacement key
	<b>Light Damage Administration Charge</b>	Applies if we have to charge you for Light Damage caused to the Vehicle whilst you are in possession of it (and includes loss of or damage to Accessories or keys, as identified in the Light Damage Charges Schedule). This charge pays for the back-office resource required to process associated paperwork	£40

**CHARGES FOR LOSS OR DAMAGE TO THE VEHICLE OR ACCESSORIES**

Description	What is the Charge for?	Cost Inclusive of VAT (if applicable)
<p><b>Tyre Replacement or Tyre Repair</b></p>	<p>If the Tyre is Replaced or Repaired during your Hire Period you will be notified of the applicable charges</p>	<p>You will be charged</p> <ul style="list-style-type: none"> <li>the sum(s) for which we become liable to pay to our suppliers for the Repair or the Replacement Tyre</li> <li>a Tyre Damage Administration Charge of £40</li> </ul>
	<p>If the Tyre is Replaced or Repaired at the end of the Hire Period once you have returned the Vehicle to us you will be notified of the applicable charges once the Vehicle has been assessed.</p> <p>Tyre Replacements and Tyre Repairs are further explained in section 12.13 of the T&amp;Cs</p>	<p>You will be charged</p> <ul style="list-style-type: none"> <li>the sum(s) for which we become liable to pay to our suppliers for the Repair or the Replacement Tyre</li> <li>a Tyre Damage Administration Charge of £40; and</li> <li>a Loss of Use Charge; (calculated as indicated in section 12.11.2.1.2 of the T&amp;Cs).</li> </ul>
	<p>Emergency Call Out charge</p>	<ul style="list-style-type: none"> <li>£90 per call out</li> </ul>
<p><b>Windscreen Replacement or Repair</b></p>	<p>If the Windscreen is Replaced or Repaired during your Hire Period you will be notified of the applicable charges</p>	<p>You will be charged</p> <ul style="list-style-type: none"> <li>For Windscreen Repairs: a Light Damage Administration Charge of £40 will be added to the charges for the Windscreen Repair identified in the Light Damage Charges Schedule.</li> <li>For Windscreen Replacements: a Windscreen Damage Administration Charge of £40 will be added to the sum(s) for which we become liable to pay to our suppliers for the Replacement Windscreen</li> </ul>
	<p>If the Windscreen is Replaced or Repaired at the end of the Hire Period once you have returned the Vehicle to us you will be notified of the applicable charges once the Vehicle has been assessed.</p> <p>Windscreen Repair and Replacement is further explained in section 12.14 of the T&amp;Cs</p>	<p>You will be charged</p> <ul style="list-style-type: none"> <li>For Windscreen Repairs: a Light Damage Administration Charge of £40 will be added to the charges for the Windscreen Repair identified in the Light Damage Charges Schedule.</li> <li>For Windscreen Replacements: a Windscreen Damage Administration Charge of £40 will be added to the the sum(s) for which we become liable to pay to our suppliers for the Replacement Windscreen</li> <li>In both cases a Loss of Use Charge; (calculated as indicated in section 12.11.2.1.2 of the T&amp;Cs) will also be charged.</li> </ul>
<p><b>Damage to the Vehicle OTHER THAN (i) Light Damage or (ii) Tyre or Windscreen Replacement or Tyre Repair or (iii) where the Vehicle is determined by us to be a Total Loss</b></p>	<p>You will be notified of the charges with respect to damage to the Vehicle or for waste disposal or specialist cleaning once the Vehicle has been assessed at the end of the Hire Period.</p> <p>We consider serious damage to include circumstances where you have returned the Vehicle to us:</p> <p>(i) in an unclean condition indicating it has been used to carry raw or hazardous waste or it still contains raw or hazardous waste and the provisions of section 11.1.1.3 apply; or</p> <p>(ii) containing excessive amounts of refuse; or</p> <p>(iii) in a condition that requires more than a valet clean or our standard ready for rent clean (for example if you or a passenger has smoked or used e-cigarettes in the Vehicle) and means we must engage specialist cleaners to return it to a rental standard.</p> <p>As explained in section 12.11.1 of the T&amp;Cs, you will pay us the sums we become liable to pay to our suppliers in recovering and/or repairing the Vehicle.</p>	<p>You will be charged:</p> <ul style="list-style-type: none"> <li>a Loss of Use Charge; (calculated as indicated in section 12.11.2.1.1 of the T&amp;Cs),</li> <li>an Engineer's Charge of £40; and</li> <li>a Serious Damage Administration Charge of £80; and</li> <li>the cost to us of using external experts for disposal of rubbish or specialist cleaning.</li> </ul>
<p><b>Damage to the Vehicle, where the Vehicle is determined by us to be a Total Loss</b></p>	<p>You will be notified of the charges with respect to damage to the Vehicle, once the Vehicle has been assessed at the end of the Hire Period.</p> <p>As explained in section 12.15 of the T&amp;Cs, you will pay us the sums representing the pre-accident value of the Vehicle and any Vehicle recovery charges, less any sums we recover in respect of the Vehicle when it is sold for salvage.</p>	<p>You will be charged:</p> <ul style="list-style-type: none"> <li>a Loss of Use Charge (calculated as indicated in section 12.15.2 of the T&amp;Cs),</li> <li>an Engineer's Charge of £40; and</li> <li>a Serious Damage Administration Charge of £80; and</li> <li>the sums contemplated in section 12.15.1 of the T&amp;Cs.</li> </ul>
<p><b>Engineer's Charge</b></p>	<p>This applies if the Vehicle has suffered Serious Damage or is a Total Loss.</p> <p>It pays for an engineer to assess whether a damaged Vehicle is worth repairing and, as applicable, to</p> <p>(i) liaise with the repairers determine how it will be repaired and what it will cost; or</p> <p>(ii) determine the pre-accident value of the Vehicle and to arrange for the Vehicle to be sold for salvage.</p> <p>This charge is in addition to the Serious Damage Administration Charge</p>	<p>£40</p>

SERIOUS DAMAGE RELATED COSTS

**CHARGES FOR LOSS OR DAMAGE TO THE VEHICLE OR ACCESSORIES**

Description		What is the Charge for?	Cost Inclusive of VAT (if applicable)
<b>SERIOUS DAMAGE RELATED COSTS</b>	<b>Serious Damage Administration Charge</b>	Applies if we have to charge you for Serious Damage caused to the Vehicle whilst you are in possession of it. This charge pays for the back-office resource required to process the paperwork associated with Serious Damage.	£80
	<b>Tyre and/or Windscreen Damage Administration Charges</b>	Applies if we have to charge you for Replacement Tyres or Windscreen or for a Tyre Repair as a result of damage caused whilst you are in possession of the Vehicle and the Replacement (Tyre and/or Windscreen) or Tyre Repair is carried out after you have returned the Vehicle to us at the end of the Hire Period. This charge pays for the back-office resource required to process associated paperwork	£40
<b>OTHER DAMAGE RELATED COSTS</b>	<b>Vehicle Recovery Charge</b>	Recovery of a Vehicle that has broken down or is damaged due to customer negligence	£175 recovery charge £3 per mile towing
	<b>Statutory Charge for Vehicle Recovery by Police</b>	The cost to redeem a Vehicle if it is recovered by police because of your breach of the T&Cs (please refer to section 5 (What are my obligations towards the Vehicle?))	£150
	<b>Statutory Storage Charges following Police Recovery</b>	Charges that are charged by the police for storing a Vehicle following its recovery by them	£20 per day
	<b>Agent Recovery Charge</b>	The cost we incur if, because of your breach of the T&Cs (please refer to section 5 (What are my obligations towards the Vehicle?)), we have to instruct agents to recover a Vehicle on our behalf	Between £200 & £400 in the UK Up to £2,000 from Europe



**Light Damage Charges Schedule  
February 2021**

## Light Damage Charges Schedule - Cars

Area	Element	Type and Condition	Category									
			Mini	Economy	Compact	Intermediate	Standard	Premium	Luxury	Prestige	MPV Mini	MPV Medium
<b>Front</b>	Badge	Broken/Damaged/Missing	67	75	89	105	54	75	34	51	69	62
	Bonnet	Scratch/Scuff <75mm Paint Damage	256	295	317	339	343	404	430	412	298	291
		Scratch/Scuff - Medium 75-150mm	360	417	445	478	478	530	566	549	420	409
		Scratch/Scuff - Large 150mm+	410	483	515	560	553	547	574	576	488	474
		Dent - Small 25-75mm	294	334	355	378	381	443	468	450	337	330
		Dent - Medium 75-150mm	437	494	522	555	555	607	643	626	497	486
		Dent - Large 150mm+	526	599	630	675	669	663	689	691	603	590
	Bumper Trim	Broken/Damaged/Missing	52	48	50	67	63	60	116	73	59	67
	Bumper skirt	Broken/Damaged/Missing/Scuffed	36	81	99	76	98	66	41	97	146	154
	Front Bumper	Scratch/Scuff <75mm Paint Damage	275	270	297	281	272	253	246	261	312	298
		Scratch/Scuff - Medium 75-150mm	360	358	393	375	363	356	348	364	417	394
		Scratch/Scuff - Large 150mm+	360	358	393	375	363	356	349	364	417	385
		Dent - Small 25-75mm	314	309	335	320	311	291	285	299	351	337
		Dent - Medium 75-150mm	437	435	470	452	440	433	425	441	494	471
		Dent - Large 150mm+	476	474	509	491	479	471	464	480	532	500
	Fog Light (Right/Left)	Broken/Damaged/Missing	54	89	122	115	109	282	82	203	86	106
	Front Grille	Broken/Damaged/Missing	59	152	128	129	192	136	157	150	187	152
	Tow Eye Cover	Broken/Damaged/Missing	133	134	121	115	94	36	60	42	102	129
	Wiper Arm	Broken/Damaged/Missing	43	48	61	67	61	64	72	65	63	68
	Wiper Blade	Broken/Damaged/Missing	21	40	28	25	26	38	39	41	50	39
Number Plate	Broken/Damaged/Missing	25	25	25	25	25	25	25	25	25	25	
Windscreen	Glass chip 5-10mm	35	35	35	35	35	35	35	35	35	35	
<b>Side (Right/Left)</b>	Door (Front/Rear)	Scratch/Scuff <75mm Paint Damage	266	250	257	265	261	253	263	267	268	287
		Scratch/Scuff - Medium 75-150mm	517	480	493	510	512	451	467	486	535	575
		Scratch/Scuff - Large 150mm+	713	663	678	703	712	589	610	642	750	808
		Dent - Small 25-75mm	305	288	296	304	299	292	301	306	307	325
		Dent - Medium 75-150mm	594	557	570	587	589	528	544	563	612	652
		Dent - Large 150mm+	828	778	794	818	827	705	726	758	865	923
	Door Handle (Front/Rear)	Broken/Damaged	137	181	175	170	194	76	63	99	200	129
		Scratch/Scuff <75mm Paint Damage	133	134	130	134	129	91	88	93	133	123
	Door Aperture Seal	Broken/Damaged/Missing	50	65	73	68	100	96	72	104	94	135
	Front Wing	Scratch/Scuff <75mm Paint Damage	176	174	179	184	183	194	201	196	183	191
		Scratch/Scuff - Medium 75-150mm	384	374	380	393	400	363	379	382	411	433
		Scratch/Scuff - Large 150mm+	429	415	423	440	444	387	400	409	457	483
		Dent - Small 25-75mm	214	213	217	222	222	233	240	235	221	230
		Dent - Medium 75-150mm	461	451	457	470	477	440	456	459	488	510
		Dent - Large 150mm+	545	531	539	556	559	502	516	524	573	599
	Fuel Flap	Broken/Damaged	185	167	188	189	153	102	148	124	184	177
		Scratch/Scuff <75mm Paint Damage	133	131	132	136	122	59	99	79	135	120
	Side Indicator Repeater	Broken/Damaged/Missing	22	30	45	42	38	58	60	58	54	34
	Door Mirror Glass	Broken/Damaged/Missing	40	48	57	69	98	180	179	164	46	51
	Mirror Housing	Scratch/Scuff <75mm Paint Damage	65	65	65	65	65	65	65	65	65	65
		Broken/Damaged/Missing	108	178	195	239	282	323	402	360	360	224
	Moulding (Front/Rear)	Broken/Damaged/Missing	59	156	43	78	103	100	128	178	148	175
	Rear Wing	Scratch/Scuff <75mm Paint Damage	253	226	240	222	287	253	270	262	289	335
		Scratch/Scuff - Medium 75-150mm	492	443	470	452	558	446	472	472	540	639
		Scratch/Scuff - Large 150mm+	565	507	535	509	619	472	495	503	604	736
		Dent - Small 25-75mm	291	265	278	261	326	291	308	300	328	373
		Dent - Medium 75-150mm	569	520	547	529	635	523	549	549	617	716
Dent - Large 150mm+		681	623	650	625	735	588	611	618	720	852	

# Light Damage Charges Schedule - Cars

Area	Element	Type and Condition	Category									
			Mini	Economy	Compact	Intermediate	Standard	Premium	Luxury	Prestige	MPV Mini	MPV Medium
<b>Side (Right/Left)</b>	Pillar A	Scratch/Scuff <75mm Paint Damage	156	171	193	172	215	163	172	171	184	152
		Scratch/Scuff - Medium 75-150mm	217	237	264	239	287	197	239	211	259	211
		Scratch/Scuff - Large 150mm+	236	259	288	260	318	200	274	218	290	225
		Dent - Small 25-75mm	195	210	231	211	254	202	210	209	223	190
		Dent - Medium 75-150mm	294	314	341	316	364	274	316	288	336	288
		Dent - Large 150mm+	352	374	404	376	433	316	389	333	406	341
	Pillar B	Scratch/Scuff <75mm Paint Damage	174	181	209	185	225	214	207	216	230	181
		Scratch/Scuff - Medium 75-150mm	242	252	294	259	314	260	247	265	325	252
		Scratch/Scuff - Large 150mm+	264	277	323	287	337	269	249	272	356	277
		Dent - Small 25-75mm	212	220	247	223	263	253	246	254	269	219
		Dent - Medium 75-150mm	319	329	371	336	391	337	324	342	402	329
		Dent - Large 150mm+	379	392	438	402	452	385	365	387	472	393
	Pillar D	Scratch/Scuff <75mm Paint Damage								181		164
		Scratch/Scuff - Medium 75-150mm								181		181
		Scratch/Scuff - Large 150mm+								181		186
		Dent - Small 25-75mm								219		202
		Dent - Medium 75-150mm								258		258
		Dent - Large 150mm+								296		302
	Sill	Scratch/Scuff <75mm Paint Damage	174	216	188	178	225	197	211	206	194	175
		Scratch/Scuff - Medium 75-150mm	243	305	261	247	313	278	256	266	264	243
		Scratch/Scuff - Large 150mm+	265	347	292	273	354	283	252	273	291	266
		Dent - Small 25-75mm	213	255	227	217	263	236	250	245	232	214
		Dent - Medium 75-150mm	320	382	338	324	390	355	333	343	341	320
		Dent - Large 150mm+	381	463	407	389	470	398	367	388	407	381
	Underside Protection	Broken/Damaged/Missing	68	113	106	106	75	73	66	68	128	90
	Wheel Trim (Front/Rear)	Broken/Damaged/Missing	37	31	43	43	46			37	52	58
	Wing Extension / Trim	Broken/Damaged/Missing/Scuffed	60	51	39	70	92		96	164	57	34
Door Glass (Front/Rear)	Glass chip 5-10mm	35	35	35	35	35	35	35	35	35	35	
Alloy/Steel Wheel (Front/Rear)	Scratch/Scuff <75mm Paint Damage	65	65	65	65	65	65	65	65	65	65	
Rear Sliding Door	Scratch/Scuff <75mm Paint Damage			431					692	431	440	
	Scratch/Scuff - Medium 75-150mm			757					1216	757	796	
	Scratch/Scuff - Large 150mm+			1026					1494	1026	1083	
	Dent - Small 25-75mm			470					730	470	478	
	Dent - Medium 75-150mm			834					1293	834	873	
	Dent - Large 150mm+			1142					1609	1142	1198	
<b>Rear</b>	Rear Badge	Broken/Damaged/Missing	52	40	43	51	41	34	28	35	42	37
	Tailgate/Boot Lid	Scratch/Scuff <75mm Paint Damage	251	265	269	279	273	281	297	282	301	325
		Scratch/Scuff - Medium 75-150mm	350	369	372	385	377	356	375	362	420	460
		Scratch/Scuff - Large 150mm+	399	421	419	428	430	365	379	380	480	539
		Dent - Small 25-75mm	289	303	308	318	312	319	336	321	340	364
		Dent - Medium 75-150mm	427	446	449	462	454	433	452	439	497	537
		Dent - Large 150mm+	515	537	534	544	545	480	495	495	595	654

## Light Damage Charges Schedule - Cars

			Category									
Area	Element	Type and Condition	Mini	Economy	Compact	Intermediate	Standard	Premium	Luxury	Prestige	MPV Mini	MPV Medium
Rear	Rear Bumper	Scratch/Scuff <75mm Paint Damage	258	249	301	322	276	276	274	284	306	315
		Scratch/Scuff - Medium 75-150mm	344	333	404	433	369	387	386	395	411	418
		Scratch/Scuff - Large 150mm+	344	333	404	433	369	387	386	395	411	405
		Dent - Small 25-75mm	296	287	339	360	314	315	312	323	344	354
		Dent - Medium 75-150mm	421	410	481	510	446	464	463	472	488	495
		Dent - Large 150mm+	459	448	520	548	484	502	502	510	526	520
	Rear Fog Lamp (Right/Left)	Broken/Damaged/Missing	74	48	107	42	43			100	101	
	Rear Light (Right/Left)	Broken/Damaged/Missing	114	122	155	151	173	201	209	204	166	173
	Rear plate light	Broken/Damaged/Missing	21	18	28	30	30	19	20	18	21	31
	Rear Spoiler	Scratch/Scuff <75mm Paint Damage		207	179	168	100	105	54	115		
		Scratch/Scuff - Medium 75-150mm		283	246	236	143	146	84	165		
		Scratch/Scuff - Large 150mm+		283	246	252	143	144	84	165		
		Dent - Small 25-75mm		245	215	202	118	129	63	144		
		Dent - Medium 75-150mm		360	318	304	178	194	103	222		
		Dent - Large 150mm+		398	354	355	196	215	113	250		
	Rear Lower Bumper Valance	Scratch/Scuff <75mm Paint Damage	135	160	186	164	211	166	185	147	200	177
		Scratch/Scuff - Medium 75-150mm	197	227	285	232	290	233	257	191	271	243
		Scratch/Scuff - Large 150mm+	197	227	285	232	290	232	255	191	271	243
		Dent - Small 25-75mm	173	198	225	203	250	205	224	185	238	216
		Dent - Medium 75-150mm	274	304	362	309	367	310	334	268	348	320
		Dent - Large 150mm+	312	342	401	348	405	348	371	306	386	359
	Tow Eye Cover	Broken/Damaged/Missing	137	113	62	44	69	102	54	60	81	112
	Wiper Arm	Broken/Damaged/Missing	50	44	40	39	35	44	52	41	35	44
	Wiper Blade	Broken/Damaged/Missing	15	21	18	16	15	23	20	22	14	18
	Rear Screen	Glass chip 5-10mm	35	35	35	35	35	35	35	35	35	35
	Number Plate	Broken/Damaged/Missing	25	25	25	25	25	25	25	25	25	25
	Rear Loading Door	Scratch/Scuff <75mm Paint Damage			258						258	305
		Scratch/Scuff - Medium 75-150mm			363						363	428
		Scratch/Scuff - Large 150mm+			418						418	498
		Dent - Small 25-75mm			297						297	343
		Dent - Medium 75-150mm			440						440	505
		Dent - Large 150mm+			534						534	613
Roof	Aerial Mast	Broken/Damaged/Missing	12	20	38	32	36	192		18	11	18
	Roof	Scratch/Scuff <75mm Paint Damage	205	369	400	409	413	379	408	409	496	623
		Scratch/Scuff - Medium 75-150mm	285	517	564	575	580	501	538	546	705	890
		Scratch/Scuff - Large 150mm+	320	608	662	687	679	518	547	578	844	1077
		Dent - Small 25-75mm	243	407	439	448	451	418	447	448	535	661
		Dent - Medium 75-150mm	362	594	641	652	657	578	615	623	782	967
		Dent - Large 150mm+	436	723	778	802	794	633	662	694	960	1193
Interior	Boot Floor Covering	Broken/Damaged/Missing	118	148	193	143	226	79	117	134	257	456
	Centre Console	Broken/Damaged/Missing	56	127	162	204	301	424	567	508	177	103
		Burn/Holed/Cut	65	65	65	65	65	65	65	65	65	65
	Door Panel	Burn/Holed/Cut	65	65	65	65	65	65	65	65	65	65
		Missing	198	453	253	409	328	271	501	349	519	415
	Front Left Seat Back Cover	Burn/Holed/Cut	65	65	65	65	65	65	65	65	65	65
	Front Left Seat Base Cover	Burn/Holed/Cut	65	65	65	65	65	65	65	65	65	65
	Front Right Seat Back Cover	Burn/Holed/Cut	65	65	65	65	65	65	65	65	65	65
	Front Right Seat Base Cover	Burn/Holed/Cut	65	65	65	65	65	65	65	65	65	65
	Gear Lever Gaiter	Broken/Damaged/Missing	116	77	303	88	142	108	89	101	167	112
		Burn/Holed/Cut	116	77	303	88	142	108	89	101	167	112

## Light Damage Charges Schedule - Cars

Area	Element	Type and Condition	Category									
			Mini	Economy	Compact	Intermediate	Standard	Premium	Luxury	Prestige	MPV Mini	MPV Medium
<b>Interior</b>	Glove Compartment	Broken/Damaged/Missing	158	163	157	140	227	301	204	307	98	111
	Head Restraint	Broken/Damaged/Missing	163	163	163	163	163	163	163	163	163	163
	Interior Carpet	Burn/Holed/Cut	65	65	65	65	65	65	65	65	65	65
	Interior Lighting	Broken/Damaged/Missing	37	47	106	65	233	132	248	221	56	54
	Key	Broken/Damaged/Missing	283	168	232	184	218	408	354	307	190	240
	Luggage Cover	Broken/Damaged/Missing	70	127	182	161	250	334	552	323	322	320
	Rear View Mirror	Broken/Damaged/Missing	93	128	132	228	152	358	352	343	172	171
	Rear Left Seat Back Cover	Burn/Holed/Cut	65	65	65	65	65	65	65	65	65	65
	Rear Left Seat Base Cover	Burn/Holed/Cut	65	65	65	65	65	65	65	65	65	65
	Rear Right Seat Back Cover	Burn/Holed/Cut	65	65	65	65	65	65	65	65	65	65
	Rear Right Seat Base Cover	Burn/Holed/Cut	65	65	65	65	65	65	65	65	65	65
	Roof lining	Burn/Holed/Cut	100	100	100	100	100	100	100	100	100	100
	SD Card	Broken/Damaged/Missing	55	55	55	65	65	400	202	202	250	250
	Speaker	Broken/Damaged/Missing	37	43	43	91	76	44	208	208	91	76
	Sunvisor	Broken/Damaged/Missing	37	109	68	101	95	54	105	105	101	95
		Burn/Holed/Cut	37	109	68	101	95	54	105	105	101	95
	Window Handle	Broken/Damaged/Missing	12	12	19							22
Locking Wheel Bolt Key	Broken/Damaged/Missing	165	165	165	165	165	165	165	165	165	165	
<b>Accessories</b>	Tool Kit	Missing	30	52	31	63	56	20	22	23	27	44
	Hub Covers	Missing	28	21	37	22	30	26	28	27	29	23
		Scratch/Scuff <75mm Paint Damage	30	30	30	30	30	30	30	30	30	30
	Decals	Broken/Damaged	30	30	30	30	30	30	30	30	30	30
		Missing	97	97	97	97	97	97	97	97	97	97

# Light Damage Charges Schedule - Vans

Area	Element	Type and Condition	Category					
			CDV	SWB	LWB	Double Cab Pickups	CDV Crew Van - 5 Seats	SWB Crew Van - 6 Seats
<b>Front</b>	Badge	Broken/Damaged/Missing	70	104	40	58	64	43
	Bonnet	Scratch/Scuff <75mm Paint Damage	282	257	295	361	273	261
		Scratch/Scuff - Medium 75-150mm	397	361	400	509	385	369
		Scratch/Scuff - Large 150mm+	459	416	446	600	443	425
		Dent - Small 25-75mm	320	296	333	400	312	300
		Dent - Medium 75-150mm	474	438	477	586	462	446
		Dent - Large 150mm+	574	531	562	716	559	540
		Bumper Trim	Broken/Damaged/Missing	54	36	37	69	42
	Bumper Skirt	Broken/Damaged/Missing/Scuffed	74	134	58	99	93	114
	Front Bumper	Scratch/Scuff <75mm Paint Damage	436	353	272	290	314	246
		Scratch/Scuff - Medium 75-150mm	583	473	355	380	420	327
		Scratch/Scuff - Large 150mm+	583	502	355	380	462	320
		Dent - Small 25-75mm	474	391	310	329	353	285
		Dent - Medium 75-150mm	660	550	432	457	497	404
		Dent - Large 150mm+	698	618	470	495	578	435
	Fog Light (Right/Left)	Broken/Damaged/Missing	104	94		215	85	
	Front Grille	Broken/Damaged/Missing	184	126	228	280	138	108
	Tow Eye Cover	Broken/Damaged/Missing	31	28	20		44	63
	Wiper Arm	Broken/Damaged/Missing	47	57	57	63	58	74
	Wiper Blade	Broken/Damaged/Missing	41	42	19	21	43	40
	Number Plate	Broken/Damaged/Missing	25	25	25	25	25	25
	Windscreen	Glass chip 5-10mm	35	35	35	35	35	35
	<b>Side (Right/Left)</b>	Door (Front/Rear)	Scratch/Scuff <75mm Paint Damage	288	315	307	257	294
Scratch/Scuff - Medium 75-150mm			567	673	674	544	606	658
Scratch/Scuff - Large 150mm+			789	974	982	784	863	954
Dent - Small 25-75mm			327	354	345	295	333	348
Dent - Medium 75-150mm			644	750	751	621	683	735
Dent - Large 150mm+			904	1089	1098	900	979	1069
Door Handle (Front/Rear)		Broken/Damaged	55	138	44	74	36	29
		Scratch/Scuff <75mm Paint Damage	133	132	117	133	119	
Door Aperture Seal		Broken/Damaged/Missing	72	66	86	61	55	53
Front Wing		Scratch/Scuff <75mm Paint Damage	180	190	216	195	185	183
		Scratch/Scuff - Medium 75-150mm	409	491	542	456	448	478
		Scratch/Scuff - Large 150mm+	456	539	587	506	495	525
		Dent - Small 25-75mm	219	228	255	234	223	221
		Dent - Medium 75-150mm	486	568	619	533	525	555
		Dent - Large 150mm+	571	654	702	622	611	640
Fuel Flap		Broken/Damaged	175	179	183	213	175	159
		Scratch/Scuff <75mm Paint Damage	134	135	129	139	134	114
Side Indicator Repeater		Broken/Damaged/Missing	14	22	43	41	24	30
Door Mirror Glass		Broken/Damaged/Missing	34	55	49	56	35	34
Mirror Housing		Scratch/Scuff <75mm Paint Damage	65	65	65	65	65	65
		Broken/Damaged/Missing	286	180	193	231	188	184
Moulding (Front/Rear)		Broken/Damaged/Missing	129	84	64		95	43

# Light Damage Charges Schedule - Vans

Area	Element	Type and Condition	Category					
			CDV	SWB	LWB	Double Cab Pickups	CDV Crew Van - 5 Seats	SWB Crew Van - 6 Seats
<b>Side (Right/Left)</b>	Rear Wing	Scratch/Scuff <75mm Paint Damage	248	390	530	384	322	352
		Scratch/Scuff - Medium 75-150mm	505	781	994	728	647	724
		Scratch/Scuff - Large 150mm+	575	899	1120	846	742	828
		Dent - Small 25-75mm	287	429	568	422	361	391
		Dent - Medium 75-150mm	582	858	1071	805	724	801
		Dent - Large 150mm+	691	1014	1235	961	858	943
	Pillar A	Scratch/Scuff <75mm Paint Damage	183	162	155	162	198	162
		Scratch/Scuff - Medium 75-150mm	253	223	202	226	270	223
		Scratch/Scuff - Large 150mm+	280	240	215	247	297	240
		Dent - Small 25-75mm	221	201	194	200	237	201
		Dent - Medium 75-150mm	330	300	279	303	347	300
		Dent - Large 150mm+	396	355	330	362	412	355
	Pillar B	Scratch/Scuff <75mm Paint Damage	198	219	201	208	214	219
		Scratch/Scuff - Medium 75-150mm	272	302	267	297	289	303
		Scratch/Scuff - Large 150mm+	304	343	295	332	321	343
		Dent - Small 25-75mm	237	258	239	247	252	258
		Dent - Medium 75-150mm	349	379	344	374	366	380
		Dent - Large 150mm+	420	458	410	448	436	459
	Pillar C	Scratch/Scuff <75mm Paint Damage	153	147	170	194	161	147
		Scratch/Scuff - Medium 75-150mm	155	147	177	267	161	147
		Scratch/Scuff - Large 150mm+	156	147	179	298	161	147
Dent - Small 25-75mm		192	186	209	232	199	186	
Dent - Medium 75-150mm		232	224	254	344	238	224	
Dent - Large 150mm+		271	263	295	414	276	263	
Pillar D	Scratch/Scuff <75mm Paint Damage	151	163	167		165	168	
	Scratch/Scuff - Medium 75-150mm	156	211	219		220	210	
	Scratch/Scuff - Large 150mm+	158	228	241		239	224	
	Dent - Small 25-75mm	189	201	205		203	206	
	Dent - Medium 75-150mm	233	288	296		297	287	
	Dent - Large 150mm+	274	343	357		354	340	
Sill	Scratch/Scuff <75mm Paint Damage	181	258	166	170	209	202	
	Scratch/Scuff - Medium 75-150mm	251	356	222	238	289	276	
	Scratch/Scuff - Large 150mm+	278	405	238	262	325	307	
	Dent - Small 25-75mm	219	296	204	209	248	241	
	Dent - Medium 75-150mm	328	433	299	315	366	353	
	Dent - Large 150mm+	394	521	353	377	440	422	
Underside Protection	Broken/Damaged/Missing	88	78	57	140	71	71	
Wheel Trim (Front/Rear)	Broken/Damaged/Missing	41	46	30		35	45	
Wing Extension /Trim	Broken/Damaged/Missing/Scuffed	47	34	27		38	33	
Door Glass (Front/Rear)	Glass chip 5-10mm	35	35	35	35	35	35	
Alloy/Steel Wheel (Front/Rear)	Scratch/Scuff <75mm Paint Damage	65	65	65	65	65	65	

## Light Damage Charges Schedule - Vans

Area	Element	Type and Condition	Category					
			CDV	SWB	LWB	Double Cab Pickups	CDV Crew Van - 5 Seats	SWB Crew Van - 6 Seats
<b>Side (Right/Left)</b>	Left Side Rear Panel	Scratch/Scuff <75mm Paint Damage	248	390	530	384	322	352
		Scratch/Scuff - Medium 75-150mm	505	781	994	728	647	724
		Scratch/Scuff - Large 150mm+	556	880	1100	827	723	808
		Dent - Small 25-75mm	287	429	568	422	361	391
		Dent - Medium 75-150mm	582	858	1071	805	724	801
		Dent - Large 150mm+	672	995	1216	942	838	924
	Right Side Rear Panel	Scratch/Scuff <75mm Paint Damage	319	516	530	384	423	559
		Scratch/Scuff - Medium 75-150mm	606	961	994	728	791	1020
		Scratch/Scuff - Large 150mm+	683	1106	1100	827	904	1180
		Dent - Small 25-75mm	357	555	568	422	461	598
		Dent - Medium 75-150mm	683	1038	1071	805	868	1097
		Dent - Large 150mm+	799	1221	1216	942	1019	1295
	Side Wall	Scratch/Scuff <75mm Paint Damage	513		510			
		Scratch/Scuff - Medium 75-150mm	1007		966			
		Scratch/Scuff - Large 150mm+	1432		1334			
		Dent - Small 25-75mm	552		548			
		Dent - Medium 75-150mm	1084		1043			
		Dent - Large 150mm+	1547		1449			
	Rear Sliding Door	Scratch/Scuff <75mm Paint Damage	441	569	561		460	402
		Scratch/Scuff - Medium 75-150mm	788	1043	1038		848	793
		Scratch/Scuff - Large 150mm+	1068	1438	1411		1170	1123
Dent - Small 25-75mm		479	608	600		499	441	
Dent - Medium 75-150mm		865	1120	1115		925	870	
Dent - Large 150mm+		1184	1553	1526		1285	1238	
<b>Rear</b>	Rear Badge	Broken/Damaged/Missing	42	31	37	40	35	33
	Tailgate/Boot Lid	Scratch/Scuff <75mm Paint Damage	314	395			395	
		Scratch/Scuff - Medium 75-150mm	445	558			558	
		Scratch/Scuff - Large 150mm+	516	662			662	
		Dent - Small 25-75mm	352	434			434	
		Dent - Medium 75-150mm	522	635			635	
		Dent - Large 150mm+	632	778			778	
	Rear Bumper	Scratch/Scuff <75mm Paint Damage	324	307	231	208	341	
		Scratch/Scuff - Medium 75-150mm	459	434	245	292	478	
		Scratch/Scuff - Large 150mm+	459	400	245	333	478	
		Dent - Small 25-75mm	362	345	270	247	379	
		Dent - Medium 75-150mm	536	511	322	369	555	
		Dent - Large 150mm+	574	516	360	448	594	
	Rear Fog Lamp (Right/Left)	Broken/Damaged/Missing	53			98		
	Rear Light (Right/Left)	Broken/Damaged/Missing	127	135	117	140	132	130
	Rear plate light	Broken/Damaged/Missing	20	21	19	32	21	26
	Tow Eye Cover	Broken/Damaged/Missing	76	57	100		52	47
	Wiper Arm	Broken/Damaged/Missing	36				38	64
	Wiper Blade	Broken/Damaged/Missing	17				18	22
	Rear Screen	Glass chip 5-10mm	35	35	35	35	35	35
	Number Plate	Broken/Damaged/Missing	25	25	25	25	25	25

# Light Damage Charges Schedule - Vans

Area	Element	Type and Condition	Category					
			CDV	SWB	LWB	Double Cab Pickups	CDV Crew Van - 5 Seats	SWB Crew Van - 6 Seats
<b>Rear</b>	Rear Loading Door	Scratch/Scuff <75mm Paint Damage	309	296	374	246	299	287
		Scratch/Scuff - Medium 75-150mm	434	415	521	346	419	402
		Scratch/Scuff - Large 150mm+	508	482	591	397	487	466
		Dent - Small 25-75mm	348	335	412	284	337	326
		Dent - Medium 75-150mm	511	492	598	423	496	479
		Dent - Large 150mm+	624	598	706	512	602	581
	Step	Broken/Damaged/Missing		350	350	350	350	350
	Tail-lift	Broken/Damaged/Missing		450	450	450	450	450
<b>Roof</b>	Aerial Mast	Broken/Damaged/Missing	18	15	51	47	24	23
	Roof	Scratch/Scuff <75mm Paint Damage	602	498	458	356	612	755
		Scratch/Scuff - Medium 75-150mm	859	709	637	504	874	1083
		Scratch/Scuff - Large 150mm+	1036	850	720	592	1055	1320
		Dent - Small 25-75mm	640	536	497	395	650	793
		Dent - Medium 75-150mm	936	786	714	581	951	1160
		Dent - Large 150mm+	1151	966	836	708	1171	1436
<b>Interior</b>	Bulkhead	Broken/Damaged/Missing	414	414	414	414	414	414
	Centre Console	Broken/Damaged/Missing	95	98	90	140	73	85
		Burn/Holed/Cut	65	65	65	65	65	65
	Door Panel	Burn/Holed/Cut	65	65	65	65	65	65
		Missing	209	350	171	340	225	380
	Front Left Seat Back Cover	Burn/Holed/Cut	65	65	65	65	65	65
	Front Left Seat Base Cover	Burn/Holed/Cut	65	65	65	65	65	65
	Front Right Seat Back Cover	Burn/Holed/Cut	65	65	65	65	65	65
	Front Right Seat Base Cover	Burn/Holed/Cut	65	65	65	65	65	65
	Gear Lever Gaiter	Broken/Damaged/Missing	134	54	117	40	94	48
		Burn/Holed/Cut	134	54	117	40	94	48
	Glove Compartment Lid	Broken/Damaged/Missing	103	129	120	194	125	101
	Head Restraint	Broken/Damaged/Missing	156	156	156	156	156	156
	Interior Carpet	Burn/Holed/Cut	65	65	65	65	65	65
	Interior Lighting	Broken/Damaged/Missing	30	68	141	63	54	71
	Key	Broken/Damaged/Missing	220	397	259	127	236	236
	Luggage Cover	Broken/Damaged/Missing	306					
	Rear View Mirror	Broken/Damaged/Missing	50	315	128	89	51	49

## Light Damage Charges Schedule – Vans

Area	Element	Type and Condition	Category					
			CDV	SWB	LWB	Double Cab Pickups	CDV Crew Van – 5 Seats	SWB Crew Van – 6 Seats
<b>Interior</b>	Rear Left Seat Back Cover	Burn/Holed/Cut	65	65	65	65	65	65
	Rear Left Seat Base Cover	Burn/Holed/Cut	65	65	65	65	65	65
	Rear Right Seat Back Cover	Burn/Holed/Cut	65	65	65	65	65	65
	Rear Right Seat Base Cover	Burn/Holed/Cut	65	65	65	65	65	65
	Roof lining	Burn/Holed/Cut	100	100	100	100	100	100
	Speaker	Broken/Damaged/Missing	44	44	44	44	44	44
	Sunvisor	Broken/Damaged/Missing	70	70	70	70	70	70
		Burn/Holed/Cut	70	70	70	70	70	70
	Window Handle	Broken/Damaged/Missing	19	22	24	41	22	
	Locking Wheel Bolt Key	Broken/Damaged/Missing	165	165	165	165	165	165
Ply Lining	Broken/Damaged/Missing	160	160	160	160	160	160	
<b>Accessories</b>	Tool Kit	Missing	19		58	70	14	
	Hub Covers	Missing	28	17	29	22	18	17
		Scratch/Scuff <75mm Paint Damage	30	30	30	30	30	30
	Decals	Broken/Damaged	63	63	63	63	63	63
		Missing	221	221	221	221	221	221



## Privacy Policy



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## Thank you for renting with Europcar

### 1. WHO PROCESSES YOUR PERSONAL DATA?

Europcar Group UK Limited, whose registered office is James House, 55 Welford Road, Leicester, Leicestershire, LE2 7AR, United Kingdom (hereinafter referred to as “we”, “us” or “our(s)”) is the “**Data Controller**” of your Personal Data collected and processed via this website, our mobile applications, our rental stations or through any other contact you may have with us in order to offer you mobility solutions and services.

The terms “**Europcar**”, “**we**”, “**us**” or “**our**” that we use in this policy refer to **Europcar Group UK Limited**. In accordance with the applicable regulations on the protection of personal data, Europcar Group UK Limited is the “**Data Controller**”.

Europcar Group UK Limited is a member of the Europcar Mobility Group. The term “**our Group**” refers to Europcar Mobility Group.

When you communicate Personal Data to us or when we collect Personal Data about you, we undertake to use it in accordance with this Policy.

### 2. WHAT PERSONAL DATA DO WE COLLECT ABOUT YOU?

As a provider of mobility solutions, we collect and process various categories of Personal Data in connection with this website and our mobile applications and in order to provide you with our products and services.

By Personal Data, we mean not only data that identifies you directly, but also data that identifies you indirectly.

The categories of Personal Data that we collect in the context of our services and the use of our website and our mobile applications include the following:

- Your identification data: surname, first name, email address, telephone number, postal address, date of birth, account identifier
- If applicable, identification data of additional driver(s): surname, first name, email address, telephone number, postal address
- Your driver’s licence and that of any additional driver(s);
- Payment data: account numbers, card numbers, etc;
- Financial data: your invoices;
- As the case may be, data relating to traffic

violations or other fines and penalties;

- Information about your flight in the event that the pickup location of your vehicle is an airport;
- Information on your vehicle reservation, in particular for the management of any loyalty programs;
- Data relating to your navigation on our website or our mobile applications;
- Data relating to your satisfaction surveys or from your interactions on our dedicated social media pages;
- Voice, audiovisual and electronic data: recordings of your communications by email, chat or telephone with our customer service department;
- Information collected through our Connected Vehicle (if the vehicle that you rent is a Connected Vehicle): vehicle status, damage or accident information, vehicle performance data, operational and diagnostic data, mileage information, acceleration and braking speeds, fuel consumption and fuel levels, tyre pressure, odometer readings, vehicle location and other vehicle information. For any information regarding the data processing of Europcar’s Connected Vehicles, please consult the dedicated Privacy Policy at <https://www.europcar.com/files/live/sites/erc/files/connected-cars/privacy-policy.pdf>; and
- Data related to cookies and other similar technologies. For information on the use of cookies, please consult our policy.

We collect most of your Personal Data directly from you but we may receive Personal Data from third parties including the competent authorities in charge of managing fines for traffic violations.

### 3. FOR WHAT PURPOSES DO WE PROCESS YOUR PERSONAL DATA?

We collect and process your Personal Data for various purposes and on the following legal basis:

Purposes of the processing	Legal basis of the processing
The creation and management of your customer account	This processing activity is based on the acceptance of the terms and conditions of use of our website or our mobile applications.
<p>The management of your reservation and rental contract, in particular for:</p> <ul style="list-style-type: none"> <li>- confirming, modifying or cancelling your reservation;</li> <li>- to communicate with you regarding your reservation and rental (for example, to provide you with information about your reservation and rental, to send you reminder notifications before you return your vehicle, to answer your questions or suggestions);</li> <li>- manage your rental;</li> <li>- manage your payment and invoices;</li> <li>- manage the collection of amounts due including costs such as fines for traffic violations; damage to the vehicle or compensation for damage to the vehicle);</li> <li>- managing any claims;</li> <li>- purchase and manage insurance for your vehicle.</li> </ul>	These processing activities are necessary for the execution of the rental services contract that you enter into with us. You can choose to register your credit card for your future bookings.
Fight against credit card fraud	This processing is based on our legitimate interest in protecting ourselves against credit card fraud.
<p>Fight against fraud and other criminal activity.</p> <p>We may obtain information about you from credit reference agencies and fraud prevention agencies to assess creditworthiness and prevent fraud and other criminal activity. This information may include a search that will appear on your credit report and be visible to other credit providers. Please see section 3 for further details of the agencies and databases we access or contribute to and how this information may be used. Further information is available on request</p>	This processing is based on our legitimate interest in protecting ourselves against fraud and other criminal activity relating to the rental and use of our vehicles.
Conducting satisfaction surveys to improve your experience with our products / services	This processing is based on our legitimate interest to have a better knowledge of our customers' needs and to improve our services and customer service.
Chatting in real time on our website.	This processing is based on our legitimate interest in answering website users' questions about our products and services.

Purposes of the processing	Legal basis of the processing
<p>Conducting business development and marketing activities, including :</p> <ul style="list-style-type: none"> <li>- sending emails and SMS notifications about special offers and promotions;</li> <li>- recording your rental history to suggest our products and services to you when you search for new bookings or to send you special offers and benefits;</li> <li>- managing your loyalty program and membership card; <ul style="list-style-type: none"> <li>- organizing contests and prize draws;</li> </ul> </li> <li>- sending emails about a booking we have not completed or about the status of your booking requests;</li> <li>- the management and updating of the prospect database.</li> </ul>	<p>Our commercial and marketing activities, i.e. the sending of commercial messages to promote our products and services (i to iv) are subject to your consent.</p> <p>In the event that you are already our customer, you may receive commercial messages for products and services similar to those we have already provided to you.</p> <p>The sending of these messages will be based on our legitimate interest in communicating about our products and services.</p> <p>Processing activities included in category (v) are based on our legitimate interest to simplify and speed up the reservation process for our customers.</p> <p>Processing activities included in category (vi) are based on our legitimate interest to manage our prospect database.</p>
<p>The management of fines and penalties, in particular for :</p> <ul style="list-style-type: none"> <li>- the transfer of information to the police or other enforcement agencies or issuing authorities to enable them to identify the driver (or potential driver) of our vehicle in the event of a driving offence or suspected driving offence;</li> </ul>	<p>This processing activity is based on our legal obligations, in particular our obligation under legislation such as the Road Traffic Act 1988 and/or other similar legislation.</p>
<p>The management and maintenance of a list of customers presenting certain risks to our business and/or staff, with regard to :</p> <ul style="list-style-type: none"> <li>- payment incidents resulting in legal proceedings; <ul style="list-style-type: none"> <li>- traffic accidents or repeated damage</li> </ul> </li> <li>- inappropriate or abusive conduct towards our employees or our customers;</li> <li>- the use of our vehicles in violation of the general rental conditions including the use of our vehicles for criminal or alleged criminal activity.</li> </ul>	<p>This processing activity is based on our legitimate interest, in particular our interest in asserting our rights, to prevent risks and fraud related to the execution of your contract and to prevent and manage abusive behavior towards our employees.</p> <p>In this respect, we seek to maintain a fair balance between the need to process your Personal Data and respect for your rights and freedoms, in particular the protection of privacy. If you appear on this list of at risk customers, your reservation request will be rejected. You may challenge this decision by sending an email to the following address: <b>uk.security@europcar.com</b></p>
<p>Video surveillance on our premises</p>	<p>This processing activity is based on our legitimate interest in ensuring the safety of property and persons in our Branches, by a deterrent effect or in such a way as to be able to identify the perpetrators of damage, theft or aggression.</p>
<p>Analysis of navigation data on our website and mobile applications</p>	<p>This processing is based on our legitimate interest in improving our products and services.</p>

## 4. WHO ARE THE RECIPIENTS OF YOUR PERSONAL DATA?

### 4.1 Categories of recipients

If necessary, your Personal Data may be communicated:

- a. to our employees, our authorized representatives, other companies within our Group and our franchise network, our agents and intermediaries mandated to provide you with our products and services;
- b. to our subcontractors, in particular our IT service providers for hosting, maintenance or development purposes, who assist us in providing you with our products and services or collection agencies which help us recover unpaid sums. These may be entities that are members of our Group or external service providers;
- c. to our insurance services companies to purchase and manage insurance for your vehicle;
- d. advertising agencies, marketing agencies, social networking and digital agencies to help us carry out advertising, marketing and sales campaigns and to analyze the effectiveness of these campaigns;
- e. to law enforcement bodies (and their foreign counterparts in the case of offences committed abroad) and other public and private sector bodies for the purposes of dealing with alleged or actual road traffic or driving offences and/or associated fines; and private parking companies dealing with alleged or actual breaches of contract;
- f. for the management and updating of the list of persons presenting certain contractual risks, to the vehicle rental industry generally and its staff. The register is managed by our trade association the "British Vehicle Rental and Leasing Association (BVRLA). For more details visit [www.bvrla.co.uk](http://www.bvrla.co.uk).
- g. to companies providing operational support to our business including authentication of you, your driving licence and driving history (including but not limited to the DVLA and Synectics Solutions Limited);
- h. to our partners or those of our Group that enable you to collect loyalty points when you are a member of their program:

List of Europcar Mobility Group's partners:

- AAdvantage
- Accor Hotel
- Aeroflot
- Air Europa
- American Express Rewards
- Asia Miles
- Biglife SDN BHD (Air Asia)
- Delta Airlines
- Ecos Mobility & Hospitality Private Limited
- Emirates SkyWard
- Finnair Plus
- Fly SAS
- Flying Blue
- Gulf Air Falcon Flyer
- Lufthansa
- Melia Rewards
- Miles & More
- Oman Air Sindbad
- Qatar Privilege Club
- Radisson Rewards
- Routes Car Rental

- Royal Air Maroc
- Shouqi Car Rental & Leasing Limited Liability Company
- Silvercar
- Singapore Krsiflyer
- TAP Miles & Go
- Times Mobility Co LTD
- Turkish Airlines
- Ubeeqo
- UIA Panorama Club

List of Europcar Group UK partners:

- Nectar 360 Limited

We may also disclose your Personal Data in accordance with applicable laws and regulations to the relevant authorities.

### Use of Facebook

All Facebook features and services available on our website or applications are governed by the Facebook Privacy Policy, which you can read for more information about your rights and settings options.

By using one of our website/applications, you can:

- Use Facebook social plug-ins, such as "like" or "share" our content on the Facebook Platform;
- Accept cookies from our website or applications (also known as "Facebook Pixel"), which will help us understand your activities, including information about your device, how you use our services, the purchases you make, and the ads you view, whether or not you have a Facebook account or are logged in to Facebook.

When you use these Facebook features we collect data that help us to:

- Display ads that may be of interest to you on Facebook (or Instagram, Messenger or any other Facebook service);
- Measure and analyze the effectiveness of our website, applications and advertisements.

### 4.2 International transfers

In order to provide you with our products and services we may use service providers located outside the European Union (in particular in the United States, Morocco and Israel). In the event that the vehicle is booked abroad, data transfers will be carried out in the country in question in order to provide you with our mobility solutions.

Depending on the assumptions, some recipients may be located in countries recognized by the European Commission as providing an adequate level of protection of Personal Data or in countries that have not been recognized by the European Commission as providing such a level of protection. In any case, we have implemented appropriate protection measures to protect your Personal Data in accordance with data protection regulations.

For more information about the countries to which your Personal Data may be transferred, their level of data protection and the potential protective measures implemented by EC, click here <https://www.europcar.com/files/live/sites/Europcar/files/Privacy%20Policy/List%20of%20intra-group%20recipients%20of%20personal%20data%20for%20Europcar%20entities.pdf>

## 5. HOW LONG DO WE KEEP YOUR PERSONAL DATA?

Your Personal Data are kept for different periods of time, depending on the purposes of the processing concerned:

Purposes of the processing	Data retention periods
The creation and management of your customer account	For the duration of the business relationship and 5 years after the end of the business relationship.
<p>The processing of your reservation and rental contract, in particular for:</p> <ul style="list-style-type: none"> <li>- Confirming, modifying or cancelling your reservation;</li> <li>- Communicating with you regarding your reservation and rental (for example, to provide you with information about your reservation and rental, to send you reminder notifications before you return your vehicle, to answer your questions or suggestions);               <ul style="list-style-type: none"> <li>- manage your rental;</li> <li>- manage your payment and invoices;</li> </ul> </li> <li>- manage the collection of sums due (including subsequent costs such as fines for traffic violations, or compensation for damage to the vehicle);               <ul style="list-style-type: none"> <li>- managing claims;</li> </ul> </li> <li>- taking out and managing your vehicle insurance</li> </ul>	For 5 years after the end of the reservation.
Monitoring of Connected Vehicles	The data are kept for a period of 12 months. In the event of damage or offences against property, investigation of damage and accidents caused to the vehicle, Personal Data may be retained until the cases are resolved (including until the closure of any legal or judicial proceedings).
Verifying your identity and to carry out credit and fraud prevention checks prior to releasing a vehicle to you at the start of the rental and where subsequently required	13 months from the effective payment
Fight against fraud and other criminal activity	<p>For the duration for which the risk exists which may in some cases be indefinitely where fraud or criminal activity has been identified.</p> <p>Where no fraud or criminal activity is identified the data is subject to the retention periods as set out in this section 5.</p>
The improvement of our products and services according to your preferences by carrying out satisfaction surveys.	3 years from our last contact
Chatting in real time on our website.	3 years from our last commercial contact
<p>Conducting business development and marketing activities, including:</p> <ul style="list-style-type: none"> <li>- Sending emails and SMS notifications about special offers and promotions;               <ul style="list-style-type: none"> <li>- Recording your rental history to suggest products/ services to you when searching for new bookings or to send you special offers and benefits;</li> <li>- sending emails relating to a booking that we have not completed or reporting the status of your booking requests;</li> </ul> </li> <li>- managing your loyalty program and membership card;               <ul style="list-style-type: none"> <li>- organizing contests and prize draws;</li> </ul> </li> <li>- the management and updating of the prospect database.</li> </ul>	<ul style="list-style-type: none"> <li>- if you are a Europcar customer, 3 years from the end of the business relationship with EC.</li> <li>- If you are not a Europcar customer, 3 years from the collection of your Personal Data OR from the last time you requested information from us.</li> </ul>

Purposes of the processing	Data retention periods
<p>The management of fines, in particular for:</p> <ul style="list-style-type: none"> <li>-the transfer of information to the police or other enforcement agencies or issuing authorities to enable them to identify the driver (or potential driver) of our vehicle in the event of a driving offence or suspected driving offence;</li> </ul>	<p>For the time necessary to identify the driver responsible for committing the offence giving rise to the contravention which should not exceed 45 days from receipt of the contravention. However, relevant information may be retained for a longer period of time from the receipt of the request, for reasons of archiving.</p>
<p>The management and maintenance of a list of customers presenting certain risks to our business and/or staff, with regard to:</p> <ul style="list-style-type: none"> <li>- payment incidents resulting in legal proceedings;</li> <li>- traffic accidents or repeated damage</li> </ul> <p>- inappropriate or abusive conduct towards our employees or our customers;</p> <ul style="list-style-type: none"> <li>- the use of our vehicles in violation of the general rental conditions including the use of our vehicles for criminal or alleged criminal activity.</li> </ul>	<p>3 or 5 years from the date of creation or modification of the last rental and depending on the nature of the event</p>
<p>Video surveillance on our premises</p>	<p>No more than a month.</p>
<p>Analysis of navigation data on our website and mobile applications</p>	<p>Please, refer to our Cookie Policy which can be found at <a href="https://www.europcar.co.uk/cookie-policy">https://www.europcar.co.uk/cookie-policy</a></p>

## 6. WHAT RIGHTS CAN YOU EXERCISE REGARDING THE PROCESSING OF YOUR PERSONAL DATA?

Within the limits and conditions allowed by the regulations in force, you can:

- **access** to your Personal Data and obtain further information as to the characteristics of the processing we carry out;
- have your Personal Data **corrected, updated and deleted**, it being specified that deletion can only be carried out when
  - (i) the data is no longer necessary in relation to the purposes for which it was processed,
  - (ii) you withdraw your consent and there is no other legal basis for the processing,
  - (iii) you **object** to the processing of your Personal Data and there is no compelling legitimate reason for the processing
  - (iv) it has been established that your Personal Data has been processed unlawfully,
  - (v) the Personal Data must be deleted in order to comply with one of our legal obligations
- you **object** to the processing of your Personal Data based on legitimate interest, which you can check by taking a look at the table shown in part 3 of this Privacy Policy ("For what purposes do we process your Personal Data") and in particular the column entitled "Legal basis of the processing"
- you **object** to the processing of your Personal Data for commercial prospecting purposes

- **receive** the Personal Data you have provided us with or request us to pass them on to a third party when the processing of your Personal Data
  - (i) has been carried out by automated means; and
  - (ii) is based on your consent or on the execution of a contract binding us
- **request the limitation** of the processing of your Personal Data, which means that we will not be able to use your Personal Data for a defined period of time. You can exercise this right when:
  - (a) you dispute the accuracy of your Personal Data for a period of time that allows us to verify the accuracy of your Personal Data;
  - (b) the processing of Personal Data is unlawful and you object to the deletion of your Personal Data and instead demand that its use be restricted;
  - (c) we no longer need your Personal Data but they are still required for the establishment, exercise or defence of legal claims;
  - (d) you object to the processing for reasons relating to your particular situation, while we are checking whether the legitimate reasons we pursued by Europcar Group UK Limited take precedence over your own.

- **withdrawing your consent** to treatment based on your consent
- **submit a complaint** to a Supervisory Authority. In England, the Supervisory Authority is the Information Commissioner's office at [https://: ico.org.uk/](https://ico.org.uk/).

## 7. HOW DO YOU EXERCISE YOUR RIGHTS?

If you would like to know more about the provisions of this Privacy Policy or to contact our Data Protection Officer, you can also write to us at the following address:

Director of Legal Services, Europcar Group UK Limited, James House, 55 Welford Road, Leicester LE2 7AR

or by e-mail to: [dpo@europcar.com](mailto:dpo@europcar.com)

To exercise your rights, you must prove your identity by clearly indicating your surname, first names, driver ID and any useful information enabling us to identify you (such as the place and date of your last vehicle rental). You must also give us the e-mail address or the physical address to which you would like the reply to be sent to you.

## 8. HOW DO YOU EXERCISE YOUR RIGHTS?

Europcar Group UK Limited is committed to protecting the information it collects through this website.

In particular, ECI uses appropriate physical, technical and organizational security measures to prevent unauthorized or unlawful processing, accidental loss of or destruction of or damage to your personal data.

Europcar Group UK Limited's systems are configured with data encryption, or scrambling technologies, and industry-standard firewalls. When you send personal information to a Europcar Group UK Limited website over the Internet, your data is protected by "Transport Layer Security" (TLS) technology to ensure safe transmission.

Any credit card transaction you make through Europcar Group UK Limited websites is done through our secure server technology. This technology notably:

- a)** assures your browser that your data is being sent to the correct computer server, and that the server is secure;
- b)** encodes the data, so that it cannot be read by anyone other than the secure server;
- c)** checks the data being transferred to ensure it has not been altered.

## 9. WHAT RULES APPLY TO THE PROCESSING OF YOUR PERSONAL DATA WHEN YOU CLICK ON LINKS PLACED ON OUR WEBSITE, REDIRECTING TO OUR PARTNERS' OR OTHER SITES?

On this site you will find various links to the websites of our partners (e.g. for travel services). We would like to draw your attention to the fact that this Privacy Policy does not apply to the processing of your Personal Data by our partners or other third parties, which may occur when you visit their websites, and that we are not responsible for such data processing. If you would like information on how these partners and third parties process your Personal Data, we invite you to consult their Privacy Policies.

## 10. CHANGES TO THIS PRIVACY POLICY

This Privacy Policy was last updated on 1 February 2021.