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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 ('**T&Cs**') we will have the following obligations:

- A. to rent a Vehicle (which will be the same as the vehicle that you specify in your booking) plus any requested accessories to you (being the person named in the Contract (as defined below) and the person who signs it) for the period of time that is specified in the confirmation email and which shall not exceed 28 days (the "**Hire Period**").
- B. to provide certain ancillary services with all of our rentals and to offer you other ancillary services or products that are available at an extra cost.

The relationship between you and Europcar on each occasion that you hire a Vehicle from us will be governed by these T&Cs together with the following documents which will, together, form a legally binding contract between you and us and will govern your use of the Vehicle during its Hire Period:

- i. the booking confirmation email relating to the particular Hire Period which will be allocated a unique reference number; and
- ii. the text message that you will receive immediately prior to the start of any particular Hire Period which will confirm the Vehicle registration, its location at the relevant Europcar Station and the date and time from which it will be available for pick up;
- iii. the Tariff Guide of additional costs; and
- iv. the Damage Price guide; and
- v. the Rental Vehicle Condition Document which will be in the Vehicle at the time you pick it up and will describe its physical condition at that particular time

together the '**Contract**'

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

If any provisions 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 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 you because you are the person who is paying for the rental and any associated costs and you are also the driver:

2. WHO CAN RENT AND WHO CAN DRIVE?

2.1. Who can rent?

Any person who:

- 2.1.1. 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 by credit or debit card; **and**

- 2.1.3. provides
 - 2.1.3.1. details of a full and valid driving licence that has been held for a minimum of 12 months and is free of any endorsements which would result in a driving ban exceeding six months; and
 - 2.1.3.2. a one-time passcode validation of their driving record from the DVLA online service "Share Driving Licence" (<https://www.gov.uk/view-driving-license>); and
 - 2.1.3.3. us with immediate confirmation of any changes that may affect the validity of the driving licence at any time.

2.2. Verifying your identity:

We may, from time to time, need to verify your identity and home address. We do this by using an "Equifax eIDVerifier" checking system. Depending on the results of the check we may need you to upload 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 we ask you to upload it.

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

The Driver of a Vehicle will be you who are deemed by us to be authorised to drive the Vehicle because you have complied with all of the following requirements:

- 2.3.1. you are expressly mentioned and fully identified in the Contract as the hirer;
- 2.3.2. you hold and have provided a valid driving license and a valid identification document according to the requirements of section 2.2 above; and
- 2.3.3. you comply with the minimum age requirements set out in the table below. A "Young Driver Surcharge" as set out in the Tariff Guide will apply to all Drivers aged 22-24. These restrictions will be indicated during the booking process.

Minimum Drivers Age Requirements (years of age) by category of vehicle

Vehicle Code	Vehicle Category	Age*
CCMM	Compact (VW Golf)	22
EEMM	Economy (VW Polo)	22
SSMM	Standard (VW Passat)	23

* Age depends on the vehicle type

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

- 2.4.1. Any person that is **not** expressly mentioned or identified in the Contract as a Driver (see section 2.3 above).
- 2.4.2. An unauthorised driver will not be covered by any of the insurance or protection products we offer. Only third party liability insurance (compulsory protection) will apply.
- 2.4.3. If you allow an unauthorised driver to drive the Vehicle or if you fail to comply with any of the driving licence undertakings set out in section 2.2 above then you are considered to be in breach of the Contract and our motor insurers will not provide insurance cover to you. You will therefore be responsible for any consequences that may arise as a result and you agree to keep us fully indemnified against all loss, damage, claims, costs, demands, penalties, fines, liabilities and expenses arising out of or in connection with your breach of the Contract. This means you will compensate us for any damage caused by you and/or the

unauthorised driver including, without limitation, all losses and claims from third parties and you agree that you will inform us and keep us informed of any circumstances regarding any actual or potential claims or losses to us and/or to any third parties.

3. WHERE CAN I DRIVE A VEHICLE?

You may use the Vehicle anywhere in mainland UK (which expressly excludes any of the islands). You must not take the Vehicle (nor permit it to be taken) outside mainland UK.

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

You can rent any of the ToMyCar Vehicles that are available and you must drive it in accordance with its intended use. ToMyCar Vehicles are passenger cars intended for the carriage of varying numbers of people (depending on the manufacturer's recommendations) which should not be exceeded.

5. WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?

When renting a Vehicle from us you must comply with the following obligations:

- 5.1. Subject to any fair wear and tear to the Vehicle, you will return the Vehicle to us in the same condition it was in at the start of the Hire Period (for a definition of normal wear and tear please refer to the 'Guide to a Smooth Journey' which can be found on <http://www.europcar.co.uk> at the foot of the Home page).
- 5.2. Never drive the Vehicle outside of mainland UK.
- 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 in the Vehicle nor allow anybody else to do so. If we reasonably think that smoking has happened in the Vehicle you must pay our cleaning fees which are described in section 9 (*What are the other fees / charges that I may have to pay?*) below.
- 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 pets and/or domestic animals, subject to our prior written consent);
- 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 and any accessories to the Europcar Station of pick up in the condition that we provided it to you at the start of the Hire Period and by the expiry time and date specified in the confirmation email. 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 confirmation email; and
- 5.12.2. for repair costs (if any) 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 the guide to our Insurance and Protections Provisions set out in section 26 below).

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?

The basic rental 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')
- 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*:

- Refuelling
- Additional rental days
- Other Protection Packages
- Roadside Assistance

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) 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)).
- 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.
 - 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 in the Tariff Guide together with all relevant charges and fees each time the Vehicle is damaged or stolen during the Hire Period whether or not you were at fault.
 - 8.2.2. Neither of our waiver covers (CDW / TW) nor any of our excess reduction products protects you for:
 - loss 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 and must pay all of our losses and damages and you agree to pay all relevant charges and a damage administration fee (as set out in the Tariff Guide) for each incident; or
 - 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 or damage arising during the Hire Period. If cover is declined, you will be responsible for and must pay all of the losses and damages that we may incur or suffer as a result and you will pay all relevant charges plus a damage administration fee (as set out in the Tariff Guide) for each incident.
- 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 that are linked to you personally (for example: your age (if you are a young Driver)).

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 specified in the confirmation email that was sent to you when you booked your Vehicle.
- 9.1.2. To ensure there is no confusion we want to confirm that in addition to the cost of the daily rental charge (that you prepaid at the booking stage) 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 which is determined by the category of Vehicle that you are renting from us, the extent of the Hire Period and any additional products and/or services you select at the time you pick-up the Vehicle
- 9.1.3. The deposit amount will be £250 plus 20% of the total cost of your rental.

9.2. 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. **The cost of these charges and fees (inclusive of VAT) are listed in the Tariff Guide that is included in the document attached to your confirmation email.** Such charges and fees include, *but are not limited to*, the following:

9.2.1. Relating to Fines and Penalties

9.2.1.1. You will be responsible for all costs arising from:

- any congestion or parking charges (or your failure to pay them);
- 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 a relevant organisation or issuing authority.

You are and will remain primarily liable for such charges and you hereby consent to us notifying such organisations of your personal details to effect a transfer of liability. Where we, at our discretion and for whatever reason, choose to pay such charges you will reimburse us the said charge plus our administration fee (for each charge we pay or each time we deal with such correspondence)

- You have the right to challenge our administration fee within 14 days of the date of the invoice. The challenge will be accepted provided you can show you were not responsible for the fine or charge or for the breach of contract or the commission of the traffic offence.

9.2.1.2. Upon receipt of a penalty charge notice that is capable of being paid, we may pay it so that we mitigate the cost of it.

- if we do so we will immediately send you a letter to advise you that we have paid the penalty and enclose an invoice for the cost of the penalty plus our administration fee. We will tell you that we intend to take the money from your credit/debit card **within 14 days of the date of our letter** unless you write to us with a legitimate reason why the fine or penalty should not be paid
- 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 the letter
- 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 authority. If the issuing authority refuses your appeal then we will confirm this to you and then take the money from your credit/debit card. If the issuing authority allows the appeal then we will not take any money from your credit/debit card.

9.2.2. Other Charges and Fees

- 9.2.2.1. Any additional fees and charges that are linked to other events which take place during your rental.

9.2.2.2. The cost for all such fees and charges are set out in the Tariff Guide and include – but are not limited to – the following:

cleaning fees for a Vehicle	If we have to return the Vehicle to the same condition it was in before the start of the Hire Period (including for smoking in the Vehicle)
lost or stolen or damaged keys	(whether or not you are at fault for the loss, theft or damage) plus the administration fee
Refuelling	if you do not return the Vehicle to us with a full tank of fuel
Excess Mileage Charge	for any additional miles you travel over and above the mileage allowance (if any) included in the rental charge

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 if it is still in your possession. 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.

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 find a Rental Vehicle Condition Document that describes the Vehicle's condition at that particular time. Before you drive the Vehicle away you should inspect it and any accessories for any pre-existing damage.
- 10.2. If you notice any apparent defect or damage that is not described on the Rental Vehicle Condition Document then you should ensure a note is made on the Rental Vehicle Condition Document and that we both sign the change to it. If you are still in the Europcar Station when you notice the defect or damage then you should notify Station staff before you leave the premises
- 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 Vehicle Condition Document 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.

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 Station on the date and at the time shown on the confirmation email.
- 11.1.2. You are responsible for any fuel you use during the Hire Period and we will charge you to refuel the Vehicle at our published rates on the date of return (which are much higher than forecourt prices and include a refuelling charge) if you do not return the Vehicle to us with a full tank of fuel (for further details see Refuelling service fee set out in the Tariff Guide)
- 11.1.3. We are not responsible for any loss or damage to any personal belongings placed in the Vehicle which will at all times be your responsibility. You must not leave any personal belongings in the Vehicle when you return it to us and you are responsible for checking and removing such personal belongings from the Vehicle. Any personal belongings left in the Vehicle which remain unclaimed 3 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 confirmation email then the Hire Period will end when you return the Vehicle to the Europcar Station and replace the Vehicle keys into the glove box. However, in these circumstances, we will not refund any unused prepaid daily rental or accessory charges to you.

11.1.5. Late Return

11.1.5.1. In the event that the Vehicle is not returned on the date shown on the confirmation email, and if you do not contact us in accordance with the requirements of section 17 (*What if I want to extend my Hire Period?*) 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. 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.

11.1.5.2. 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:

- o 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
- o you must pay all our reasonable costs (including any legal or professional costs), charges and fees (including, where applicable, any administration fee or damage administration fee or unauthorised extension fee (as set out in the Tariff Guide)).

11.2. Check-in of the Vehicle

We will inspect the Vehicle once you have returned it and you accept that you are responsible for all charges, fees and damage to or loss of the Vehicle until we have checked the Vehicle back in.

11.2.1. If, during our inspection, we discover new damage to the Vehicle (from that described on the Rental Vehicle Condition Document at the time of pick up or notified to us in accordance with the provisions of section 10.3) then we will evaluate it according to the provisions of section 12.2 below and you agree you will be responsible for the cost to repair such damage according to the rules described in this section 11.2.1 and section 12 below (*Damage to the Vehicle*). We will send you the following details:

- 11.2.1.1. a statement describing the damage identified upon return of the Vehicle
 - 11.2.1.2. pictures of the damage (if pictures are available)
 - 11.2.1.3. an estimated cost of repair that will vary depending of the nature of the damage but will include a damage administration fee and a recovery fee (if applicable) as set out in the Tariff Guide.
- 11.2.2. You can challenge the new damage that we identify and the cost of it within 14 days of the date we send you the invoice.
- 11.2.2.1. If you fail to challenge the quoted charge within the 14 day period then we will charge the repair cost to the credit or debit card details you have lodged with us;
 - 11.2.2.2. If agreement cannot be reached then we reserve the right to take legal action against you to recover the outstanding sum.

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.

11.2.3. 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. **Unless any of the following charges are covered by our Protection packages or our third party liability insurance or any other associated excess reduction products** (see the Insurance and Protections Provisions set out in section 26 below for further information as to when the cover applies or is invalidated) then you will be responsible for the following charges:

- 12.1.1. The cost of repairing any damage caused to the Vehicle or other accessories; and/ or which you cause to another party, their property, the vehicle they are in and all uninsured losses before the Vehicle is checked back in by us plus a damage administration fee.
- 12.1.2. Damages for loss of use of the Vehicle however caused and whether or not you are responsible for such loss unless the loss is due to our fault or negligence or our breach of this Contract.
- 12.1.3. The replacement cost of any accessories which have been lost, stolen or are uneconomical to repair plus a damage administration fee (whether or not you are responsible for the loss unless the loss is due to our fault or negligence or our breach of this Contract or such loss occurred after the Vehicle is checked back in by us).
- 12.1.4. If, during the Hire Period, the Vehicle is seized by any Government, authority or organisation whether in or outside the UK and whether or not you are at fault, you must pay for:
 - 12.1.4.1. any damage caused to the Vehicle and/or accessories, any penalties, fines, restoration/repatriation charges or any other charges or fees; and
 - 12.1.4.2. any loss of use of the Vehicle while we cannot rent it out to another customer (which will be calculated on the basis of the Rental Charge 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 such damage and/or loss is due to our fault or negligence or our breach of this Contract.

12.2. Any damage caused to the Vehicle whilst you have it in your care will be evaluated by us (acting reasonably) and charged according to our cost estimation. Repair costs will vary depending on the extent of the damage.

12.2.1. *Light Damage* is viewed as minor, insubstantial damage that does not render the Vehicle unusable or illegal and therefore does not require immediate repair before it can be rented to another customer. Examples of light damage include (but are not limited to):

- scratches to the external paintwork or on bumpers;
- light damage to the windscreen,
- damage to tyres, wheel rims and trims or to wing mirrors

We will charge you for Light Damage according to the Damage Price guide that is included in these T&Cs or which can be found at the foot of the Home page on our website <http://www.europcar.co.uk>.

12.2.2. *Serious Damage* or other damage that is not viewed as Light Damage because it renders the Vehicle unusable or illegal and requires immediate repair before it can be rented to another customer will not be included in the Damage Price guide. Serious or other non-Light Damage will be evaluated by an independent expert and charged according to the expert's report or to a cost estimate provided by an independent motor repairer.

12.3. Please note that depending upon the type of Protection product you have subscribed to (see the Insurance & Protections provisions set out in section 26 below) 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 the Insurance & Protections provisions set out in section 26 below).

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 for all damage and loss and any applicable charges and administration fees that may arise as a result.

- 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.
- 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 are responsible for the cost of the tyre (which will be of the same size, type and brand) together with any associated reasonable fees. Costs are shown in the Damage Price guide which is included in these T&Cs or which can be found at the foot of the Home page on our website <http://www.europcar.co.uk>.

You will be responsible for and pay for any cost consequences arising out of any breach of these obligations by you.

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

14.1. In case of Breakdown

- 14.1.1. If a warning light appears on the dashboard or the Vehicle develops any fault during the Hire Period you 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 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 cost of 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 unauthorised driver then you will be responsible for and will pay to us the cost of the repair of the Vehicle (if there is damage and/or loss caused to the Vehicle) and a fee for recovery of the Vehicle plus a towing charge per mile (if applicable) at the rates set out in the Tariff Guide.

14.2. In case of an accident or incident

- 14.2.1. If there is an accident/incident you 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 or resulting from the use of the Vehicle or to a third party and for all applicable charges associated with such loss and/or damage together with a damage administration fee for each incident.
- 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 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 and/or repair in full to you.
- 14.2.3. If you have an accident/incident you must:
- 14.2.3.1. not admit or accept responsibility;
- 14.2.3.2. obtain and notify us of the names and addresses of all involved, including witnesses;
- 14.2.3.3. 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;

- 14.2.3.4. tell us of the accident or incident on 0800 0280 999;
- 14.2.3.5. complete and return the accident report form provided with the Vehicle.

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 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).

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. When you book your Vehicle online you will be required to prepay for your booking, being the daily rental charge of the Vehicle and accessories for the Hire Period. 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.
- 15.2. Any additional fees or charges, if applicable, will be charged against the same credit or debit card (whichever applies) when you return the Vehicle. If you have incurred extra costs such as fines or tolls or caused damage and/or loss to the Vehicle and/or accessories then we will charge you at a later date, together with any associated administrative 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

You can modify your booking free of charge provided you let us know **at least 24 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 0116 247 3288 (*calls will be at the cost of 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.

16.2. Cancellation

- 16.2.1. You can cancel your booking free of charge provided that you have given us **at least 24 hours notice before the Hire Period is due to start**. Wherever possible you should use the same communication channel to cancel your booking as you used when booking the Vehicle, alternatively, you can contact our Call Centre on 0116 247 3288 (*calls will be at the cost of your phone company's access charge*) to cancel the booking.
- 16.2.2. If you cancel giving us less than 24 hours notice, the prepaid amount will be refunded less a cancellation fee at the rate shown in the Tariff Guide.
- 16.2.3. If you have not cancelled your reservation and fail to pick up the Vehicle then your prepayment will be refunded less the no-show fee at the rate shown in the Tariff Guide.

- 16.2.4. 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.

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

If you wish 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 such an extension means that the Hire Period will exceed a period of 28 days then you must :
- 17.1.1. return the Vehicle to the Europcar Station where you picked it up and pay any outstanding amounts due; and
- 17.1.2. negotiate the hire of a new vehicle and enter into a new Rental Agreement with us.
- 17.2. If you do not contact us in time 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. 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.

18. WHAT IS THE FUEL POLICY?

- 18.1. All Vehicles are supplied with a full tank of fuel.
- 18.1.1. We provide you with a Vehicle with a full tank of fuel.
- 18.1.2. You return the Vehicle with a full tank of fuel.
- 18.1.3. You pay nothing for either refuelling charge or fuel.
- 18.2. If the Vehicle is not returned with a full tank of fuel you will be charged the cost of the missing fuel at the national average litre price published by [Petrolprices.com](https://www.petrolprices.com) plus a refuelling charge which will be a charge for each litre at the cost shown on 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. The amount of the deposit will be £250 plus 20% of the value of your booking at the time you made it and is shown on the confirmation email sent to you at the time of your booking.

- 19.1. You can pay the deposit by debit card or a credit card and we've set out below what will happen for each payment method.

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.

Debit cards: the deposit amount will be deducted from your debit card account. Provided there are no extra charges and 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 refunded in full to your debit card account. This will appear as an item on your monthly statement

- 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 can be offset against your deposit and, where there is no deposit or the deposit is insufficient, that we can apply such costs (i.e. the full cost or the difference between the amount we are entitled to and any deposit) to the credit, debit or charge 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 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 credit card was issued in a country outside of the UK then you will need to decide whether you wish to pay in pounds sterling (GBP) or in your credit card's base currency (credit card billing currency). We will need to know your preference **before you pick up the Vehicle**.

20.2. If, when you return the Vehicle to us, you decide you'd like to change the payment currency then it can be done provided you ask for the change **before we calculate and produce the final invoice**. Once the invoice is produced it will be too late and whatever currency you chose at the time before 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.

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 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 to decide whether to rent a Vehicle to you. Before your rental starts we will check your identity by carrying out an identity check. We may pass your

personal information to third party agencies for the purposes of checking your identity 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.
- 21.2.4. We may give the personal details and details of your performance of obligations under these T&Cs 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 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?

- 22.1. To maintain and protect the Vehicle and to prevent and detect crime we may use electronic devices to monitor the condition, performance and operation of a Vehicle and/ or to track a Vehicle’s movements. This information may be used both during and after termination of the Hire Period.
- 22.2. By accepting these T&Cs you expressly acknowledge having granted your explicit consent to the use of such electronic devices.

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

23.1. 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, 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.

23.2. Our Responsibilities

- 23.2.1. If we are in breach of this Contract we will not be responsible for any losses (including any loss of profits, loss of business, business interruption, or loss of business opportunity) or damages that are not foreseeable.
- 23.2.2. We will be responsible for:
 - 23.2.2.1. Personal injury or death that is caused by our negligence; and
 - 23.2.2.2. losses or damages which are a foreseeable consequence of our breach of this Contract or our negligence up to a maximum value of your payment for the rental of the Vehicle and any associated accessories. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen.

23.3. Customer Service

- 23.3.1. 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.
- 23.3.2. You can contact the UK Customer Services team:
- by phone on 0116 247 3288 (which will be charged at the standard landline rate (or similar) but other networks will vary depending on your service provider); or
 - by email to tomycar.uk@europcar.com; or
 - if you prefer, you can write to us in the UK at James House, 55 Welford Road, Leicester LE2 7AR.
- 23.3.3. 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.
- 23.3.4. 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.
- 23.3.5. 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.
- 23.3.6. 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).

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.
- 24.2. We (Europcar Group UK Limited) are members of the British Vehicle Rental and Leasing Association ('BVRLA') and we operate according to the BVRLA code of conduct and, if necessary, subject to its conciliation service. Further details about BVRLA can be obtained at the following address: <http://www.bvrla.co.uk/>.

25. GENERAL

25.1. Notifications

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

25.2. End of Contract &/or Hire Period

- 25.2.1. 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.
- 25.2.2. 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:
- 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;
 - 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

- o you have a legal right to end the Contract because of something we have done wrong

25.2.3. 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.

25.2.4. 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

Set out below is a summary of:

- insurance that we include as part of our rental service because there is a legal obligation upon us to do so (**Third Party Liability insurance**); and
- other protection products that we make available to you because we want to be able to give you peace of mind during your rental with us.

These protection and insurance products 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:

Liability to a Third Party 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. 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. 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.

Damage to or theft of the Vehicle the Vehicle itself may be damaged as 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

You should be aware that 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 will be covered by our Third Party Liability insurance your own death or injuries, together with the possible associated consequences of it, will not.

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 the Contract 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. Provided you have complied with the Contract and have not committed a breach of any applicable laws, your financial liability for the total cost of 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

Contract means the documents that, together, govern the contractual relationship between us (as defined on page 2 of these T&Cs) which you acknowledge you have read and approved before you 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

Excess amount is a specified sum of money that, provided you have complied with the terms and conditions of the Contract and have not committed a breach of any applicable laws, is the maximum amount we will charge you for the cost of any 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 as set out in the Tariff Guide.

Hire Period means the period of time you wish to rent the Vehicle from us. This is specified on both the confirmation email and the text message and will not exceed 28 days

Loss of Use describes the circumstances where a Vehicle is unavailable for us to rent to another customer because, as a result of a collision during the Hire Period, it was damaged and we need to take it off the road to have it repaired

Medium Protection improves the cover offered by the Basic Protection package by reducing the Excess amount on the Vehicles from £1000 to £250.

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 if you are aged 26 or over and your rental starts at any of the participating branches. It improves the cover offered under the Basic Protection package by reducing the Excess amount to £zero

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

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 you (as 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 cost 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 authorization.

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 in the Contract

26.1. Mandatory Third Party Liability Insurance

We are mandated by the laws of all of the countries in which we operate our vehicle rental services to insure our Vehicles against liability for the claims or actions of Third Parties. We have purchased the best Third Party Liability insurance from the foremost insurers in the business and it is automatically included as part of our vehicle rental services. You will therefore, as a matter of course, be covered up to the level legally required in the UK for the consequences *others* may suffer as a direct result of your actions whilst you are driving the Vehicle.

26.1.1. What am I covered for?

As provided by law you will be insured against liability for the financial cost of any of the following consequences that may arise as a result of an incident that you cause when you are using the Vehicle:

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

26.1.2. What is excluded from the cover?

Third Party Liability insurance does not cover:

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

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

Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations) or the terms and conditions of the Contract then you will be covered for the financial cost of any Third Party Liability arising as the result of a collision that you may cause up to the level legally required in the UK.

However, if you didn't comply with those laws and/or regulations and/or the terms and conditions of the Contract 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.

26.1.4. How to notify us?

In circumstances involving 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

26.2. Collision Damage Waiver

Our *collision damage waiver cover* limits your financial exposure for damage caused to the Vehicle whilst it is in your care. Provided you comply with the applicable laws and the terms and conditions of the Contract then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. 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.

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.

26.2.1. What does this protect me against?

Collision damage waiver cover protects you against liability for any amount greater than the Excess amount for the following combined costs related to:

- the cost of damage to or repair of the Vehicle or its Book value if it is not repairable and must be written off; and
- our Loss of Use in the Vehicle whilst it is being repaired and / or written off

in circumstances where:

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

26.2.2. What is excluded from the Protection?

You will be liable for the full cost of the damage to the Vehicle if the damage is caused:

- by the wilful acts of the driver; or
- 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

- by the Vehicle hitting a bridge, car park barrier or other overhead object; or
- by its total or partial theft or an act of vandalism whilst the Vehicle is left unattended; or
- 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
- because the keys are lost or damaged or stolen
- loss of or damage to your own property that is being transported or kept in or on the Vehicle during the Hire Period

26.2.3. What must I do to benefit from the Protection?

You must as a minimum:

- comply with the terms and conditions of the Contract and all applicable laws and local traffic regulations when you are driving the Vehicle;
- 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.

26.2.4. What is the amount of my financial exposure?

If during your Hire Period the Vehicle is damaged and you have not complied with the terms and conditions of the Contract and all applicable laws and local traffic regulations you will have to pay for the total cost of the damage as well as compensation for Loss of Use due to its immobilization.

Where possible the Light Damage Estimating System (LDES) will be used to calculate your exposure. This is a webservice we subscribe to that uses industry recognised pricing.

However; provided you have complied with the terms and conditions of the Contract and the applicable laws and road traffic regulations then the maximum you will have to pay us is the Excess amount.

26.3. **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. Provided you have complied with the terms and conditions of the Contract, we will pay for the costs arising from the theft, attempted theft, or act of vandalism that are greater than the Excess amount.

Theft waiver cover is included in the daily rental charge.

26.3.1. What am I protected against?

Theft waiver cover protects you against liability for any amount greater than the Excess amount for the following combined costs related to:

- the cost of damage or repair of the Vehicle (if it is recovered) or the Book value of the Vehicle if it is lost
- our Loss of Use in the Vehicle whilst it is being repaired and / or written off; and

in circumstances of:

- 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*)
- the attempted theft of the Vehicle and of any accessories
- any act of vandalism to the Vehicle whilst it is stationary and left unattended by you
- 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*

26.3.2. What is excluded from the Protection?

Theft waiver cover will not protect you in the following circumstances:

- if the Vehicle is stolen or damaged because of your negligence or more specifically (but without limitation) as a result of keys being left in the Vehicle whilst it is unattended or having been delivered or made available to an unauthorised driver; 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;
- theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle.

26.3.3. What must I do to benefit from the cover?

You must:

- **comply with the terms and conditions of the Contract as they apply to the theft or potential theft of a Vehicle
- **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.
- notify the pick up station of the theft and return the keys; or
- 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.

26.3.4. 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 complied with the terms and conditions of the Contract then you will be liable for the full cost of the damage to the Vehicle (if the Vehicle is recovered) or for the full Book value of the Vehicle if it is not recovered as well as compensation for the Loss of Use calculated according to the daily rental rate contracted by you multiplied by the number of days that the Vehicle has been stolen.

With theft waiver cover, provided you have complied with the terms and conditions of the Contract, the maximum you will have to pay us is the Excess amount.

The following are products we offer that you may buy when you pick up your Vehicle.
These are not included in the rental charges.

Product	What does it do?	Daily Rate (inc VAT)
Young Driver Surcharge	This is a mandatory charge for hirers and drivers under the age of 25 who are subject to our Basic Protection package and any excess reduction product.	£32.50 per day
Congestion Charge	This is a mandatory local government tax levied to enable you to drive a Vehicle if you pick it up from within the London Congestion Zone. The Charge will be valid up to midnight on the day of pick-up	£11.50

ROADSIDE ASSISTANCE PRODUCTS

Optional products that are not included in the daily rental charges

Product	What does it do?	Daily Rate (inc VAT)	
		**Vehicle Category	Daily Rate
Roadside Assistance	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	£4

EXCESS REDUCTION PRODUCTS

These are optional and are not included in the rental charges

Product	What does it do?	Consolidated Pricing (inc VAT)		
		**Vehicle Category	1 - 14 Days	15 Days +
Medium Protection Package ('Medium')	Limits your financial liability in case of damage to or theft of the Vehicle to the values shown in the table below.	Small	£16.85	£10.85
		Large	£20.85	£14.85
Premium Protection Package ('Premium')	Available at participating Europcar Stations 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	Small	£22.85	£16.85
		Large	£27.85	£20.85

** Vehicle category descriptions and Collision Damage Waiver Excess values:

**Vehicle Category	Description	Vehicle Group codes	Standard Collision Damage Waiver Excess	Medium Excess	Premium Excess
Small	VW Polo/ Golf	EEMM, CCMM	£1,000	£250	£0.01
Large	VW Passat	SSMM	£1,000		

You may incur some of the following Charges and Fees during your Hire Period.
These are not included in the rental charges

Service	What is the Charge for?	Cost Inclusive of 20%VAT (if applicable)
Excess mileage for Cars on rentals of 27 days or less	Excess mileage charges apply if the Vehicle travels more than 250 miles per day (averaged over the length of the Hire Period). Example: if over a 3 day rental period you drive 800 miles then miles 751 – 800 will be charged at 15 pence per mile	15 pence per mile for each mile driven over 250 miles per day

You may incur some of the following Charges and Fees during your Hire Period.
 These are not included in the rental charges

Service	What is the Charge for?	Cost Inclusive of 20%VAT (if applicable)
Excess mileage for cars on rentals of 28 days or longer	Excess mileage charges apply if the Vehicle travels more than 90 miles per day (averaged over the length of the Hire Period). Example: if during a 30 day Hire Period you drive 2750 miles then miles 2701 – 2750 will be charged at 15 pence per mile	15 pence per mile for each mile driven over 90 miles per day
Refuelling service	This will apply if you return the Vehicle to us without refilling the tank	£1.60 per litre in addition to the national weekly average price per litre as stated on petrolprices.com
Special cleaning / valet charge	This applies if you return the Vehicle to us in a condition that requires more than our standard 'ready for rent' clean. For example if you or one of your passengers smokes in the Vehicle	Up to £85
CHARGES FOR LOSS OR DAMAGE TO THE VEHICLE OR ACCESSORIES		
Damage to the Vehicle, including tyre damage	You will be notified of damage costs once the Vehicle has been assessed at the end of the rental period.	You will be charged a Damage Administration Fee of £27 in addition to the cost of the damage
Vehicle Recovery Fee	Recovery of a Vehicle that has broken down or damaged due to your negligence	£175 recovery charge £3 per mile towing
Keys	The cost to replace lost, stolen or damaged keys can be up to £500 depending on the make and model of the Vehicle	An Administration Fee of £36 will be added to the cost of the key
FEES		
Statutory Fee for Vehicle Recovery by Police	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 (<i>What are my obligations towards the Vehicle?</i>))	£150
Statutory Storage Fees following Police Recovery	Fees that are charged by the police for storing a Vehicle following its recovery by them	£20 per day
Agent Recovery Fee	The cost we incur if, because of your breach of the T&Cs (please refer to section 5 (<i>What are my obligations towards the Vehicle?</i>)), we have to instruct agents to recover a Vehicle on our behalf	Between £200 & £400
Cancellation Fee	This charge will be made if you tell us you wish to cancel your prepaid booking but you give us less than 2 hours notice	£35
No Show Fee	This charge will apply if you did not cancel your pre-paid booking but you do not collect your Vehicle	£35
Damage Administration Fee	Applies if we have to charge you for damage caused to the vehicle whilst you are in possession of the Vehicle	£27
Administration Fee	Applies if we have to provide your details to any third parties (for example for unpaid congestion or parking charges) or if we have to replace accessories or keys	£36

Cost range for damaged or missing components

Damage administration fee amount

£27

1 | Vehicle Documents & Accessories | Cost range

	Car documents	£50
	Vehicle Handbook	£50 up to £70
	Reflector Vest	£10 up to £20
	Electronic Toll Device	£100 up to £500

2 | Interior Verification | Cost range

	Interior Cleaning	£60 up to £120
	Head Restraints	£80 up to £380
	Seats/Covers/Door Lining	£280 up to £480
	Door Covers	£80 up to £180
	Interior Roof Over	£250 up to £600
	Mats	£150 up to £250
	Cigar Lighter	£50 up to £150
	Ashtray	£45 up to £90
	Dashboard	£450 up to £1250
	Radio/CD Player	£450 up to £2500
	Rear View Mirror	£120 up to £280

3 | Boot Verification | Cost range

	Luggage Cover	£145 up to £210
	Warning triangle	£10 up to £20
	Wheelbase - Wheel Align	£85 up to £250
	Key Rim	£10 up to £15
	Jack	£20 up to £50
	Spare Wheel	£115 up to £760
	Sound Speakers/Sub Woofer	£35 up to £55
	Patch Spray/Compressor Mats	£50 up to £80

4 | Exterior Verification | Cost range

	Locks	£350 up to £900
	Canvas Top	£2000 up to £5000
	Aerial	£10 up to £150
	Door Mirror	£60 up to £450
	Side Indicators	£50 up to £150
	Moulding	£55 up to £145
	Hub Covers	£15 up to £35
	Rim	£60 up to £410
	Tread Tires/Exchanged	£55 up to £350
	Headlights	£85 up to £1150
	Windscreen	£325 up to £785
	Wiper Blades	£10 up to £25
	Wiper Arm	£15 up to £35
	Bumper Skirt	£100 up to £850
	Badge	£15 up to £120

5 | Exterior Damage | Cost range

< 2cm

	Dent no paint	£50 up to £70
	Dent + paint	£500 up to £700
	Scratch	£400 up to £550

> 2cm

	Dent no paint	£60 up to £90
	Dent + paint	£600 up to £800
	Scratch	£500 up to £650

These costs are a guide only. The actual cost of the damage (which will be within the cost range) will be influenced by the make and model of the vehicle you are renting.



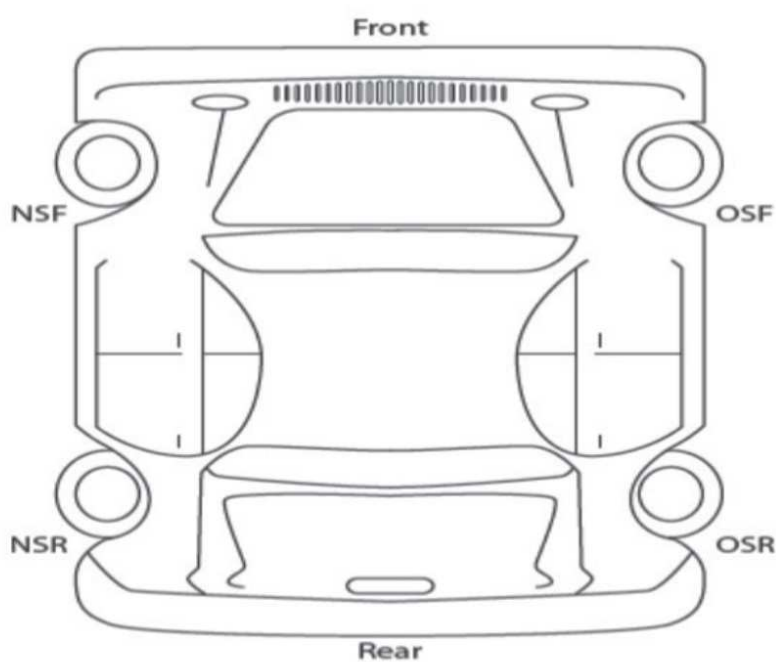
Registration

Mileage

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Rental Vehicle Condition Document

Exterior



KEY

○ - DENT

△-CHIP

☐ – SCRATCH

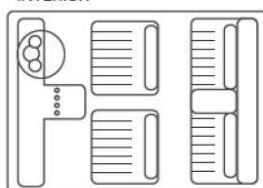
ORIGINAL COPY - CUSTOMER

GREEN COPY - BRANCH

Fuel type: Petrol ☐ Diesel ☐

Fuel reading: 0 1/8 2/8 3/8 4/8 5/8 6/8 full

INTERIOR



KEY

S - STAIN

H - HOLE

Prepared by

Customer Name

Date _____

Time