

### **TERMS AND CONDITIONS OF HIRE**

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We are Europear Group UK Limited, a private limited company registered in England and Wales under company number 01089053. Our registered office is at 1 Great Central Square, Leicester LE1 4JS, United Kingdom.

We are referred to as "Europcar", "we", "us" and "our" in these Terms and Conditions of Hire (the '**T&Cs**'), in accordance with which 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 cushions, 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").
- 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:

- the booking confirmation email (where you have pre booked your rental online or through our reservation centres);
- 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;
- v. the Privacy Policy;

#### together the 'Contract'.

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

You will also comply with all applicable laws, statutes and regulations from time to time in force.

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 that provision, shall not be affected and will remain in full force and officet

# 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 (e.g. the RAC or AA or similar).

### 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 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*

#### \* Not accepted for rentals of Selection group vehicles

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	Where requested
Passport	Where requested
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 you 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 (i.e. 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 we need this paper-based proof of identity. This is because if 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: 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.
- 2.2.3. Wherever you live (whether UK or non-UK), before we can hire a Vehicle to you we may have to carry out an eligibility check and, in some circumstances, this may be converted into a full credit check as set out below:
- 2.2.3.1 Eligibility Check (known as a 'soft credit check')

Before you rent, Europcar will run an eligibility search. This is known as a soft credit check and will not impact your credit score. The personal information you provide to us will be used to consider your eligibility and to administer the Hire Agreement before, during and after its termination. We will use a credit scoring or other automated decision-making system when assessing whether to rent a vehicle to you. To assist us with our assessment of your application, we will search your record with credit reference agencies ('CRAs'). The identities of the CRAs and the ways in which they use and share

personal information is explained in more detail at <a href="http://www.experian.co.uk/crain/index.html">http://www.experian.co.uk/crain/index.html</a>.

#### 2.2.3.2. Full credit check

In the event that you fail to pay the debt in full, or reach an agreement of how to pay, within 28 days of the debt becoming due the Europear eligibility check may be converted into a full credit check. The CRAs will add details of our search and of your application to your record and your data will also be linked to the data of your spouse, any joint applicants or other financial associates. This information will be seen by other organisations that make searches (i.e., it will leave a footprint on your credit profile). We will continue to exchange information about you with CRAs on an ongoing basis. This exchange will include details of the Hire Agreement, the payments you make under it, your settled accounts and any debts not fully repaid on time; any default or failure to keep to its terms and any change of address you fail to tell us about where a payment is overdue. This may have an impact on your credit profile. It is important that you give us accurate information. CRAs will share your information with other organisations and it will be used by us and those other organisations to:

- help make decisions about credit and credit related services such as insurance for you and other persons with whom you are financially connected; and/or
- trace debtors, recover debt and prevent money laundering and fraud, to manage your accounts. For these purposes we or those other organisations may make further searches.

The CRAs and fraud prevention agencies will also use the records for statistical analysis about credit and about insurance and fraud. The identities of the CRAs and the ways in which they use and share personal information is explained in more detail at <a href="http://www.experian.co.uk/crain/index.html">http://www.experian.co.uk/crain/index.html</a>.

If you want to have details of the CRAs from whom we obtain and to whom we pass information about you, please contact Experian, details can be found at <a href="http://www.experian.co.uk/crain/index.html">http://www.experian.co.uk/crain/index.html</a>. You have a legal right to these details.

- 2.2.4 Wherever you live (whether UK or non-UK), before we can hire a Vehicle to you we may have to verify that you are not recorded on a Sanction List, being any list of designated individuals as issued and amended from time to time by: (a) the U.S. government, including OFAC's list of Specially Designated Nationals and Blocked Persons and lists maintained by the U.S. Department of State; (b)the United Nations Security Council; (c) the European Union and any Member State (including the EU's consolidated list of persons subject to EUfinancial sanctions); and (d) the United Kingdom (including the consolidated list of financial sanctions targets issued by the UK's Office of Financial Sanctions Implementation). For further information regarding how we process your personal data, please see section 21 below.
- 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 authorised 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 licence 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 licence
- 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 Europear website

https://www.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 they will be asked to submit their 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).

Please note that all driving licences must be provided in <u>full valid hard copy format</u>, i.e. paper or card. Digital versions are not acceptable.

2.3.4. 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 location 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.

#### 2.3.5 Age limits - York, Jersey, Guernsey and Orkney

For all rentals from any of the above branches, a maximum age limit for all Drivers applies as follows:

York and Orkney - 75

Jersey and Guernsey - 79

This is based on the Driver's age on the day of check-out of the Vehicle.

You are (i) responsible for bringing the terms of this Rental Agreement to the attention of any additional drivers; and (ii) liable for any costs, charges and damage that arises not only as a result of your own actions, but also those of any additional drivers and anyone you knowingly, negligently or recklessly allow to drive the Vehicle.

# 2.4. Who cannot drive the Vehicle? (an 'unauthorised 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).
- 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 unauthorised driver will not be covered by any of the insurance or protection products we offer.
- 2.4.4. If you allow an unauthorised 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 (form 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 Mainland UK. The Europdrive Pack applies and is required if you are crossing the Channel into Europe from either Mainland UK or Northern Ireland. There is a charge for both the Europdrive and Cross-Border Packs. Details are set out in the Tariff Guide and/or the Rental Agreement.

### 3.2. Travel to the Republic of Ireland from Northern Ireland or Mainland UK

All Vehicles retained on our fleet are fitted with electronic devices which tell us if a Vehicle has crossed the border from Northern Ireland into the Republic of Ireland. 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. We reserve the right to charge you for the cost of the Cross-Border Pack, as well as an Unauthorised Border Crossing Charge (see Tariff Guide for details), when you return the Vehicle to us at the end of the Hire Period.

### 3.3 Travel to Europe from from Northern Ireland or Mainland UK

All Vehicles retained on our fleet are fitted with electronic devices which tell us if a Vehicle has crossed the border into Europe from Northern Ireland or Mainland UK. 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. We reserve the right to charge you for the cost of the Europdrive Pack, as well as an Unauthorised Border Crossing Charge (see Tariff Guide for details), when you return the Vehicle to us at the end of the Hire Period.

3.4. If you do take a Vehicle into the Republic of Ireland or Europe, 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. If we give that consent and the modification of the Vehicle is carried out, you will be responsible for any loss of, and/or damage to the Vehicle caused by the modification.

Please be aware that you must comply with all road traffic regulations in the country where you drive the Vehicle. You must also 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:

- 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 <a href="http://www.europcar.co.uk">http://www.europcar.co.uk</a> 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, third parties 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. Keep the keys in your possession at all times. Do not leave them at a property with the Vehicle or give them to anyone who is not an authorised Driver of the Vehicle or anyone who we have not approved.
- 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, bike rack, tow bar or electronic devices or cables, 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. If the Vehicle is electric, it must only be charged using the cables supplied by us and in strict compliance with the Vehicle manufacturer's instructions. If the charging cables are lost or damaged this will be treated as serious damage in accordance with clause 12.11 below.
- 5.10. Make routine inspections in respect of the Vehicle condition: for example, oil, water and coolant levels, front and rear windscreen washer fluid and tyre pressures and tread depth 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 kilos);
- 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 and mountains;

- 5.11.10. to cross fords or other areas of water;
- 5.11.11. 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 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 the 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 9.2.1 or 9.2.2 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 each one (as detailed in the Tariff Guide and/or Rental Agreement) will be charged in addition to the rental charge:

Additional services and products				
Child Seat and Booster Cushions				
Additional Driver				
One-way Hire				
Additional rental days				
Other Protection Packages				
Out of Hours Collection				
Satellite Navigation Units (where available)				
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 mean that the price changes. The price of your rental will be the price 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) in which case 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 price of both third party liability insurance and our Basic Protection package which includes collision damage (CDW) and theft (TW) waiver cover, unless you have chosen to provide your own fleet insurance or have purchased a product that excludes collision damage waiver and/or theft waiver covers (see section 9.2.2 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 and fees if 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 protect 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. However, third party liability cover will still be in force to cover any damage to a third party. 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;
- 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:
- any other services you have chosen to add at your further cost (see section 7 above);
- 8.5. Premium Location Surcharge, where relevant (see section 9.4 for further details);
- 8.6. Value Added Tax; and
- 8.7. any additional fees or charges that are linked to you personally (for example: if you are a young Driver).

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 18.2.2).

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

#### 9.1. The Deposit

- Information on the deposit you are required to pay
  can be found in your booking confirmation email and
  also on our websites <a href="https://www.europcar.co.uk">www.europcar.co.uk</a> or
  <a href="https://www.europcar.co.uk">www.europcar.co.uk</a> or
  <a href="https://www.europcar.co.uk">www.europcar.co.uk</a> or
  <a href="https://www.europcar.co.uk">www.europcar.co.uk</a> or
- 9.1.2. In addition to 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 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 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 Europear 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 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 the Vehicle, its keys 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 1 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. Stand Liable and Third Party Excess Cover

#### Stand Liable

If you have purchased a rental product that excludes collision damage waiver or because your credit card provides you with insurance cover then only third party liability insurance will be included in the daily rental charge. You can opt to 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 then:

- (1) you must complete our separate Stand Liable Declaration Form; and
- (2) you will be responsible for the sums set out in section 12 below without the application of any Excess amount.

#### Third Party Excess Cover

For the purposes of this clause, third party excess cover is any excess waiver or insurance product, not purchased from us, which covers your liability up to the value of the Excess amount (if you have purchased our collision damage and/or theft waiver products) OR the full value of the vehicle (if you have not purchased collision damage and/or theft waiver products). The benefit of third party excess cover is not transferred to your Contract with us. Accordingly, in the event that you are liable for a sum up to the value of the Excess or the full value of the vehicle, we will recover any sums directly from You and You will then need to make a separate claim to the provider of your third party excess cover. We do not deal with any third party provider directly. The only exception to this is where you have purchased Enhanced Partner Protection cover detailed in clause 26.8.

#### Personal Car Insurance Policies

We do not accept the transfer of personal car insurance policies.

#### 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 as a result of how you, or any additional/other driver you are responsible for, used the Vehicle. These charges and fees (inclusive of VAT (or Insurance Premium Tax where applicable)) are listed in the Tariff Guide and/or the Rental Agreement. 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 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. entering any congestion zones, also known as clean air zones or ultra low emission zones, including any failure to pay such charges;

9.3.1.2.2. parking charges, including any failure to pay them;

9.3.1.2.3. a breach of any parking restrictions or a road traffic offences 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 (including any failure to pay them) levied by an issuing body.

Unless the Vehicle has been reported stolen, or is being driven by a Referred Driver, you are, and will remain, primarily liable for all charges set out above, regardless of who was driving the Vehicle. We may therefore notify any relevant 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 7 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. Our reasons for doing so include, but are not limited to, mitigating the cost and because we do not have the correct paperwork to transfer liability.

We retain absolute discretion as to whether to pay such charges. If we elect to do so, 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 the charge 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

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 7 days of the date of our notice to you; and

9.3.1.3.3. we will provide you with a letter of authorisation allowing you to deal directly with the issuing authority in relation to the penalty.

9.3.1.4. If you do not contact us or you admit the validity of the penalty then we will take the money from your credit/debit card on the 8th day following the date of our notice.

9.3.1.5. If you believe the penalty was not validly issued, you are responsible for contacting the issuing body to appeal, using the letter of authorisation we have provided to you. 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 refund you any sums paid by you in relation to the fine or penalty. You should note that the decision of the issuing body is final and outside of our control.

#### 9.3.2. Other Charges and Fees

9.3.1.3.2.

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/or the Rental Agreement and includes, 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

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) Damage to Tyres, Windscreen and Loss of or Damage to Essential Items 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)

the cost of replacing the keys plus the Tyres, Windscreen and Essential Items Damage Administration Charge;

**'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 Europear 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 Mainland UK or Northern Ireland into Europe or between Mainland UK or Northern Ireland and 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 you are responsible for the payment of all charges and fees detailed in this clause 9.3. If you fail to make a payment to us when it is due, and you still do not make payment within 2 days of us reminding you that payment is due, then we may cancel the Contract and demand the immediate return of the Vehicle in accordance with section 25.3.1.

#### 9.4. Premium Location Surcharge

- 9.4.1. All rentals commencing from a Premium Location (which are sites where the cost to us of providing the services to you are higher than across the rest of our network) will be subject to a surcharge per rental which is set out in your Rental Agreement. Please note that, although this may be listed in your Rental Agreement as an "Airport Surcharge", it includes all Premium Locations, not just airports.
- 9.4.2. Premium Locations include, but are not limited to, airports, major ferry terminals and railway stations, as well as some city locations. Premium Locations vary from time to time full details of our Premium Locations can be found at <a href="https://www.europcar.co.uk/premium-locations">https://www.europcar.co.uk/premium-locations</a>

### 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.
- 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 brake 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 <a href="https://www.europcar.co.uk/vehicle-information-card">https://www.europcar.co.uk/vehicle-information-card</a>. 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 Europear 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 Europear 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 Europear Branches do not operate for the entire weekend 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 at <a href="https://www.europear.co.uk">www.europear.co.uk</a>.

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 and in any event, to ensure it poses no danger to Europear staff or any future customers.

Once the Vehicle has been cleaned and returned to us, we (meaning you and us) will make a full inspection of the Vehicle.

11.1.3.3. If, in our reasonable opinion, the Vehicle is in an acceptable condition then we will accept its return and the rental charges will cease;

11.1.3.4. 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 Repair or Loss of or Damage to Essential Items 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 (including any fuel used for any delivery and/or collection) 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 or fuel required to refill the Vehicle's fuel tank.

Further details of our Fuel Charges are 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). We have no liability for any personal belongings left in or on the Vehicle when you return it to us and any belongings 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, and if we do not hear from you for a period of 24 hours (from the expiry time and date of the Hire Period) 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 and fees 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 notify us in accordance with the provisions of section 10.3). The procedure detailed in section 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. Please note there may be a charge for this as set out in the Tariff Guide. Alternatively, if you are unable to 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 and/or video recordings 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 section 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 the Vehicle, its keys, accessories and documentation to us in the same condition as they were at check out, subject to any fair wear and tear. Under no circumstances should you attempt to repair the Vehicle yourself or arrange repairs with any third party.
- 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 (as appropriate to the damage), 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; or
- 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 <u>EITHER</u>:
- 12.3.1 provide you with an invoice immediately 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**:
- 12.3.1.1 the charges detailed in sections 12.8 to 12.15 (as appropriate to the damage) inclusive; or
- 12.3.1.2 the Excess amount under our Protection packages,

whichever is the lower amount.

#### <u>OR</u>

- 12.3.2 refer the matter to our head office team who will assess the Light Damage identified and will determine the appropriate charge. This will be done in one of two ways: a) by reference to the Light Damage Charges Schedule; or b) by carrying out a desktop assessment using industry standard software to estimate damage costs. We will then send you an invoice for:
- 12.3.2.1 the charges detailed in sections 12.8 to 12.15 inclusive (as appropriate to the damage); or
- 12.3.2.2 the Excess amount under our Protection packages,

whichever is the lower amount.

- 12.4. If:
- 12.4.1 you contest either the damage and/or the invoice; or
- 12.4.2 if you refuse to sign the statement of return for the Vehicle: or
- 12.4.3 if the Vehicle qualifies as an unattended check-in, according to the requirements of section 11.3 above; or
- 12.4.4 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. We classify as 'Light Damage' any damage suffered by the Vehicle during your Hire Period which, in our reasonable opinion, is minor damage and therefore does <u>not</u> necessarily require immediate repair for safety, mechanical or cosmetic reasons and is <u>not</u> fair wear and tear, as defined in clause 5.1.3. Light Damage will be charged to you either a) as listed in our Light Damage Charges Schedule; or b) by carrying out a desktop assessment using industry standard software to estimate damage costs.
- 12.8.1. Examples of Light Damage to the Vehicle include small scratches, chips or dents to any part of the Vehicle; or the loss of or damage to any non-essential 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. This schedule can be found attached to these T&Cs or 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.

- 12.8.3. The charges shown in the Light Damage Charges Schedule are set by us as an amount that seeks to genuinely estimate the sums that we would have to pay our suppliers if we did undertake to repair the Light Damage, based on industry standards (or to replace the Vehicle's non-essential 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, this means we consider the Vehicle does not necessarily require immediate repair for safety, mechanical or cosmetic reasons before it can be rented to another customer. In these circumstances, subject 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 **OR** the sum resulting
  from the desktop assessment;
- 12.9.2. the Light Damage Administration Charge which is set out in the Tariff Guide;

but you will not have to pay a **Loss of Use Charge** or an **Engineer's Charge**, both as further referred to in 12.11.2.

#### (2) Serious Damage

- 12.10. Subject to section 12.15, any damage other than Light Damage and/or Damage to Tyres,
  Windscreen and Loss of or Damage to Essential Items is classified as 'Serious Damage'.
- 12.11. In relation to Serious Damage suffered by the Vehicle during your Hire Period you will:
- 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
- 12.11.2. pay us the following charges:
- 12.11.2.1 a Loss of Use Charge which is a charge to take account of our loss of rental income while the Vehicle is being repaired and/or cleaned and/or an essential item is being replaced. 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:
- 12.11.2.1.1 one day for the Vehicle to be taken in for repair;
- 12.11.2.1.2. one day for each period of four hours (or part thereof) of labour required by the relevant supplier to effect the repair; and
- 12.11.2.1.3 one day for the Vehicle to be returned to us and checked in following the repair;
- 12.11.2.2. an **Engineer's Charge** which is set out in the Tariff Guide; and
- 12.11.2.3. a Serious Damage Administration
  Charge which is set out in the Tariff Guide.
- 12.12. In relation to sections 12.8 to 12.11 inclusive::

- 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
- 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.
- (3) Damage to Tyres, Windscreen and Loss of or Damage to Essential Items
- 12.13 Any loss of or damage to the tyres and/or windscreen of the Vehicle or the Essential Items during your Hire Period which, in our reasonable opinion, is minor damage but <u>does</u> require immediate repair for mechanical, safety or cosmetic reasons, we classify as 'Damage to Tyres, Windscreen and Loss of or Damage to Essential Items'.
- 12.13.1 Loss of or Damage to Essential Items

Examples of Essential Items include, but are not limited to, keys and/or entry cards, charging cables for electric vehicles, number plates, windscreen wiper blades and seatbelts.

- 12.13.2 In relation to **Loss of or Damage to Essential Items** suffered by the Vehicle during your Hire Period you will:
- 12.13.2.1 pay us the sums we become liable to pay to our suppliers in repairing and/or replacing the lost essential items, for which you will indemnify us as a debt; and
- 12.13.2.2 pay us the following charges:
- 12.13.1.2.1 a Loss of Use Charge which is a charge to take account of our loss of rental income while the Vehicle is being repaired and/or cleaned and/or whilst the lost items are replaced, capped at one day's rental income; and
- 12.13.1.2.2 a Tyres, Windscreen and Essential Items

  Damage Administration Charge which is set out in the Tariff Guide.
- 12.13.2.3 You will not be required to pay an Engineer's Fee for Loss of or Damage to Essential Items.
- 12.13.3 Tyre Replacement or Repair
- 12.13.3.1 Any damage to a tyre which requires us to replace the tyre on the Vehicle with a new tyre is classified as a 'Tyre Replacement'. If a Vehicle's tyre is punctured and is capable of being repaired then it is classified as a 'Tyre Repair';
- 12.13.3.2. In relation to a Tyre Replacement or a Tyre Repair you will pay us the sum(s) for which we become liable to pay to our suppliers for:
- 12.13.3.2.1. the Replacement Tyre or the Tyre Repair (whichever applies) and any associated supplementary charges that may apply (if any); and

- 12.13.3.2.2. 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 Tariff Guide; and
- 12.13.3.2.3. a Tyres, Windscreen and Essential Items

  Damage Administration Charge as set out in section of the Tariff Guide; and
- 12.13.3.2.4 a Loss of Use Charge, in accordance with the provisions of section 12.11.2.1 but capped at one day's rental rate, if the Tyre is Replaced or Repaired.
- 12.13.3.3 You will not be required to pay an Engineer's Fee for a Tyre Replacement or Repair.
- 12.14. Windscreen Replacement or Repair
- 12.14.1 Any damage to a windscreen which requires us to replace it with a new windscreen is classified as a 'Windscreen Replacement'. If a Vehicle's windscreen is chipped or is damaged, in excess of the limits of fair wear and tear, but is capable of being repaired (this will depend on the severity of the damage) then it is classified as a 'Windscreen Repair' and deemed to be Light Damage.
- 12.14.2 A Windscreen Repair will be charged at the cost we become liable to pay to our suppliers for carrying out the repair, plus the Light Damage Administration Charge, which is set out in the Tariff Guide.
- 12.14.3 You will not have to pay a **Loss of Use Charge** or an **Engineer's Charge**, both as further referred to in 12.11.2, **in** respect of a Windscreen Repair.
- 12.14.4 In relation to a Windscreen Replacement, you will pay us the sum(s) for which we become liable to pay our suppliers for:
- 12.14.4.1. the Replacement Windscreen and any associated supplementary charges that may apply (if any); and
- 12.14.4.2. the cost to call us out if you require attendance for a Windscreen Replacement outside of our standard response time (an 'Emergency Call Out'). Charges for an Emergency Call Out are set out in the Tariff Guide; and
- 12.14.4.2. a Tyres, Windscreen and Essential Items

  Damage Administration Charge, as set out in the Tariff Guide; and
- 12.14.4.3. a Loss of Use Charge, in accordance with the provisions of section 12.11.2.1 but capped at one day's rental rate, if the Windscreen is Replaced.
- 12.14.5. You will not be required to pay an Engineer's Fee for a Windscreen Replacement or Repair.
- 12.14.6 In relation to sections 12.13 to 12.14 inclusive:
- 12.14.6.1 where a repair or part replacement 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

12.14.6.2 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.

#### (4) Total Loss

- 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 12.14 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 rental income in respect of 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, as set out in the Tariff Guide); and
- 12.15.4. a Serious Damage Administration Charge, as set out in the Tariff Guide.

#### (5) Damage to Third Parties

12.16. Please refer to sections 14.2.4 and 26.3 for more details concerning your obligations to us and your potential liability to third parties.

#### (6) Seizure of the Vehicle

- 12.17. If, after check-out of the Vehicle, the Vehicle and/ or its keys, accessories, or documentation are 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 take account of our loss of rental income 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 and tread depths 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.
- 13.3. If the Vehicle is electric, you must only use the cables we supply for recharging. If you use any other cable, you will be responsible for any damage that may arise. If you are provided with an additional charging socket that runs to a domestic socket, you must ensure the electrical installation you are using complies with any relevant standards in force and any requirements of the Vehicle manufacturer, otherwise you will be liable for any damage that arises

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

- 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 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 9.2.2 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. pay the relevant charges as required by these Terms and Conditions;
- 14.2.3.2. not admit or accept responsibility;
- 14.2.3.3. obtain and notify us of the names and addresses of all involved, including witnesses;
- 14.2.3.4. 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:
- 14.2.3.5. tell us of the accident or incident on 0800 0280 999;
- 14.2.3.6. 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 <a href="http://www.europcar.co.uk">http://www.europcar.co.uk</a> 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 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 Europdrive 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 Europdrive and/or Cross Border pack before you take your Vehicle outside of the UK or Northern Ireland.

#### 14.4. In case of theft in all locations

If the Vehicle is stolen, this must be reported immediately by you to the police, a crime reference number or equivalent obtained and you must contact us as soon as possible on 0800 0280 999 or, if you are outside the UK, the number given in your Europdrive pack. Any further steps, such as returning keys and documentation to us or paperwork to be completed will then be explained to you. See section 8.2.1 for details of the associated charges and section 26.5 for details of the theft waiver that may be applicable.

### 14.5. Cooperation with our Insurers/Claims Handlers

Where a matter is being dealt with by our insurers or their appointed claims handlers, it is vital that you and any additional drivers act in accordance with their instructions (which includes, but is not limited to, the provision of a signed statement) as failure to do so may lead to the insurer refusing to indemnify you and pursuing you personally for recovery of any third party losses. Please note this provision applies even if you have taken out premium or medium cover.

# 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 wil supply an invoice to show the full charge for the Hire Period. This invoice will be sent to you via email.
- If you decide not to prepay for your booking, you will 15.1.2. be charged at the time you pick up your Vehicle (or shortly before it is delivered to you, if applicable) 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 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 we become aware of them after the Hire Period has terminated

## 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:
- return the Vehicle to the Europear 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 whether the Vehicle uses petrol, diesel or hybrid fuel or whether it is an electric or plug-in hybrid vehicle. The rules for each of the two categories are set out below. In addition, if the Vehicle uses petrol, diesel or hybrid fuel, you should check which option you have selected. Please ask our Branch staff for further details when you collect the Vehicle.

#### PETROL/DIESEL/HYBRID FUEL

18.2. All Vehicles are supplied with a full tank of fuel (less any used in relation to delivery/collection miles). 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 cost 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 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, we will process the pre-authorisation for the full cost of a tank of fuel, regardless of the level shown on the fuel gauge.

#### 18.2.2. Full to Full Option

- 18.2.2.1. We provide you with a Vehicle with a full
- 18.2.2.2. If you return the Vehicle with a full tank of fuel, you pay nothing.
- 18.2.2.3 If you have taken up this full to full option and the Vehicle is <u>not</u> 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

18.2.3.1 If you have taken up the full to full option and the Vehicle is <u>not</u> returned with a full tank of fuel, you will be charged for the missing fuel. The cost of the missing fuel is calculated as follows:

(Pump price per litre x 2.5)\* x Number of litres of fuel required to refill the tank to its maximum capacity

- \* An estimate of this price is shown on your Rental Agreement.
- 18.2.3.2 The number of litres of fuel required to refill the tank to its maximum capacity is measured as follows:
- 18.2.3.2.1If you are present when the Vehicle is checked in or collected, we will examine the fuel gauge and use the reading, multiplied by the Vehicle's fuel tank capacity, to calculate the missing litres.
- 18.2.3.2.2If you are not present when the Vehicle is checked in or collected, we will refill the Vehicle and charge you based on the number of litres of fuel we added to refill the tank to its maximum capacity.

#### **ELECTRIC/PLUG-IN HYBRID VEHICLES**

- 18.3. Electric Vehicles will be supplied with a minimum of 50% charge (although we will aim to supply with 80% charge, where possible) and must be returned, or made available for collection, with a minimum of 20% charge.
- 18.4. Plug-in Hybrid Vehicles will be supplied with a full tank of fuel, with no minimum charge of When the Vehicle is returned, or made available for collection, the fuel should be in accordance with section 18.2 above, but there is no minimum charge level required.

18.5 If an Electric Vehicle is returned, or made available for collection, with less than 20% charge, we reserve the right to charge you our reasonable costs associated with recharging and collecting the Vehicle. These may include public charge point charging costs, costs associated with the additional time required to charge the Vehicle at public charging points to enable it to be returned to the station and, where the Vehicle has insufficient charge to enable it to be driven to a public charging point, the costs of transporting the Vehicle back to the station. We reserve the right to recover the Vehicle in a way that we deem appropriate in our sole opinion, acting reasonably and in good faith.

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

As detailed in section 9 (What are the other fees/ charges I may 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

https://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 preauthorisation 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 Europear the transaction will be submitted in GBP.

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

- 21.1. We collect and process your personal information to enable us to provide our services to you including the provision of Vehicle rental services. This personal information is collected strictly in accordance with the requirements of the Data Protection Act. Please see our Privacy Policy for further details.
- 21.2. You have a right to access, rectify and delete the personal information collected and used in accordance with your use of Vehicle Rental services. You may exercise this right by contacting us at:

By Post: The Data Protection Officer, Europear Group UK Limited, 1 Great Central Square, Leicester LE1 4JS

Email: dpo@europcar.com

By accepting these T&Cs you expressly acknowledge having received a copy of the Privacy Policy and accept its terms.

# 22. ARE THE VEHICLES EQUIPPED AND CONNECTED WITH A GEOLOCATION SYSTEM?

- 22.1. We may use electronic equipment installed in the Vehicle for the following purposes:
- 22.1.1. to manage the rental journey (delivery, collection, vehicle maintenance, billing etc);
- 22.1.2. to identify and prevent crime and fraud;
- 22.1.3. ensure that obligations under the Rental Agreement are met (e.g. if the Vehicle is not returned at the end of the Hire Period, of if the Vehicle is used outside of the authorised geographical area, such as crossing the border between Northern Ireland and the Irish Republic);
- 22.1.4. to detect, verify and investigate accidents and damage to the Vehicle;
- 22.1.5. to assist us in managing our fleet (such as monitoring the vehicle condition, mileage, fuel level, operational and diagnostic data, collision alerts etc).
- 22.2. This information can be used both during and after the end of the Hire Period. For further information about our connected vehicle data processing, please see our dedicated privacy policy

https://www.europcar.com/files/live/sites/erc/files/connected-cars/privacy-policy.pdf

22.3. Under no circumstances should you disconnect the electronic equipment installed in the Vehicle. In the event of disconnection and/or non-return of the equipment, we may charge you additional fees as set out in the Tariff Guide.

## 23. WHAT HAPPENS IN CASE OF A 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 1
  Great Central Square, Leicester LE1 4JS
- 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 (<a href="https://www.advicequide.org.uk">www.advicequide.org.uk</a>).

#### 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 example, if you pick up the Vehicle in the UK then, irrespective of your nationality or your place or 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.

#### 23.4. Circumstances Beyond our Control

We will not be in breach of this Rental Agreement or liable to you for delay in performance or failure to perform any of our obligations under the terms of this Rental Agreement, if this happens because of events or circumstances that are beyond our reasonable control.

# 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: <a href="https://www.leaseurope.org">www.leaseurope.org</a>.
- 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 <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>.

#### 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 and 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 sections 12.8 and 12.10 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. Ending the Rental Agreement Early

25.3.1. If you breach the the Contract, we reserve the right to cancel the Contract and require the immediate return of the Vehicle. This includes, but is not limited to:

- 25.3.1.1. failing to make a payment or a payment fails to clear in relation to the Contract or consistent and repeated late payment of any charges payable under the Contract. Please note that where any sums remain outstanding in relation to any other Contract or Rental Agreement you have or have had with us previously, we reserve the right to cancel this Contract where payment of such sums is not made on demand;
- 25.3.1.2. failing to comply with any of the obligations listed in section 5:
- 25.3.1.3. if we believe you are no longer in possession or control of the Vehicle or its kevs:
- 25.3.1.4. if you have incurred successive penalties such as, but not limited to, parking, congestion or bus lane fines;
- 25.3.1.5. the Vehicle is involved in an accident and it is appropriate to end the hire or you have failed to cooperate with the insurer or their appointed claims handler;
- 25.3.1.6. the Vehicle has been deliberately or recklessly damaged by yourself or a third party, other than as the result of a genuine accident:
- 25.3.1.7. we have grounds to believe the Vehicle is
- 25.3.2. Should you fail to return the Vehicle when requested, we will treat it as stolen and initiate our Vehicle recovery process, which will include reporting the matter 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:
- 25.3.1.1. 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
- 25.3.1.2. you must pay the charges and fees set out in the Tariff Guide, plus our reasonable legal and professional costs (to the extent not covered by the Tariff Guide).
- 25.3.2. 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.
- 25.3.3. 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.
- 25.3.4. If we enter into any form of insolvency process then we will be entitled to immediately end the Contract and require the immediate return of the Vehicle.

- 25.3.5. 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:
- 25.3.5.1. 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:
- 25.3.5.2. 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
- 25.3.5.3. you have a legal right to end the Contract because of something we have done wrong.
- 25.3.6. 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.
- 25.3.7. 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.

#### 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 opted for a rate exclusive of Basic Protection when booking your rental (where available - see clause 9.2). 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 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

**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 Europear 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 any loss or damage caused to 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 Tyres, Windscreen and Essential Items 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 you opted for a rate exclusive of Basic Protection when booking your rental (where available - see clause 9.2). 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 (either with a third party or via your credit card) in place 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). You should note that, in the event of a claim, we will recover any sums directly from You and You will then need to make a separate claim to the provider of your third party excess cover or your credit card provider. We do not deal with any third party directly. The only exception to this is where you have purchased Enhanced Partner Protection cover detailed in clause 26.8.

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, 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);
- 26.4.2.6. because the keys are lost, 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.

#### 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

<sup>\*\*</sup> these are the minimum requirements.

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, the Serious Damage Administration Charge or the Tyres, Windscreen and Essential Items 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 a rate exclusive of Basic Protection when booking your rental (where available - see clause 9.2). If this is the case, 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, either with a third party or via your credit card provider, before we will release a Vehicle to you. We do not accept personal car insurance policies, except corporate fleet insurance (see section 9.2.1 of the Terms and Conditions of Hire). You should note that, in the event of a claim, we will recover any sums directly from You and You will then need to make a separate claim to the provider of your third party excess cover or credit card provider. We do not deal with any third party directly. The only exception to this is where you have purchased Enhanced Partner Protection cover detailed in clause 26.8.

#### 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, 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. 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.

#### 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

<sup>\*\*</sup> These are the minimum requirements.

- · 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; or
- 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 Tyres, Windscreen and Essential Items Damage Administration Charge or the Serious Damage Administration Charge (whichever applies in the circumstances), both 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 supersede 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 a 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 up to a 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 up to a 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:

26.7.1.3.1. 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

insurance product; or

under the Super-Personal Accident

26.7.1.3.2. 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 insurance product. However, an at fault driver will only be covered by the Super-Personal Accident insurance 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;

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;

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, inherent defects, or smokers' accidents;

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;

26.7.2.3.3. a mobile phone; and

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 example 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.

#### 26.9. 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.



### **TARIFF GUIDE**

Updated: 11 January 2024

This Tariff Guide is intended to provide details of all additional costs and should be read in conjunction with the Terms and Conditions of Hire, the booking confirmation email, the Rental Agreement, the Light Damage Charges Schedule and the Privacy Policy, which together form the Contract.

In cases where the pricing can vary due to factors such as location or duration of rental, maximum prices have been included as a guide and exact pricing will be provided when booking and confirmed in your Rental Agreement.

**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?	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.	Up to a maximum of £ 60.00 per day
Additional Driver	The cost to authorise each additional person to drive a Vehicle and includes the Basic Protection package	£18.30 per day, up to a maximum of £183.30
DVLA Contact Charge	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: https://tfl.qov.uk/modes/driving/congestion-charge
Full Tank Option	You can buy a full tank of fuel at the start of your Hire Period. 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.	Price will be the average fuel price calculated according to our fuel policy (please see www.europcar.co.uk/terms-and-conditi ons)
Europdrive Pack: Cars and Vans	This is mandatory if you wish to take a car or van and drive it outside of the UK.  The pack includes our consent form VE103B.	This varies by location up to a maximum of £312.00
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	This varies by length of hire up to a max of £187.43
Booster Cushion	Seating for young children	The cost to rent a booster cushion is £15.70 per day, up to a maximum of £154.70  • If a booster cushion is lost, stolen or damaged during the Hire Period you will pay us £84.00 per booster cushion to replace it.
Child Seats	Full seating for young children (0-7 years)	The cost to rent a child seat is £15.70 per day, up to a maximum of £154.70 • If a child seat is lost, stolen or damaged during the Hire Period you will pay us £84.00 per child seat to replace it.
Satellite Navigation Units		The cost to rent a satellite navigation unit is £17.84 per day up to a maximum of £178.40 per rental  If a satellite navigation unit is lost, stolen or damaged during the Hire Period you will pay us £84 to replace it.
Late check-in	This product extends the return time by up to 2 hours.	Up to £47.60 per rental
Out of hours collection	If you wish to collect your Vehicle at a time that is outside of the Europear 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 per rental
Out of hours key return box	This charge will apply if you return the Vehicle to the Europear 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 per rental

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	£26.18
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	£44.03
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	£26.18
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.	A fixed charge of £25.00 each way and £2.00 per mile.
	Minimum notice period 2 hours for standard cars and 2 days for Selection Vehicles and Vans.	

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

Product	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	All Vehicle groups  Van groups	£9.52 £11.90	
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	£4.28	

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

Product	What does it do?	Daily Rate (VAT)		
		**Vehicle Category	Daily Rate	
Roadside Assistance Plus	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		This varies by length of hire, up to a maximum daily rate of £9.16	
Roadside Assistance Express	This is an enhanced version of Roadside Assistance Plus available in the UK Mainland and Northern Ireland.  We bring a replacement Vehicle to you so you can continue your journey.	All Vehicle groups	This varies by length of hire, up to a maximum daily rate of £14.40	

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	Price on request, as it depends 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.

<sup>\*\*</sup> Vehicle category descriptions and collision damage waiver excess values see page 5

<sup>‡</sup> Categories A & B daily rates for Premium and Medium Protection Packages are linked to particular Europear Branches. Details of these categories can be found at <a href="https://www.europear.co.uk/protection-package-location-category">https://www.europear.co.uk/protection-package-location-category</a>.

Product	Product 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
Premium Protection Package ('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 £0	This varies by length of hire up to a max daily rate of	£45.36	£52.23	£37.96	£44.51
	•		Category A Daily Rate‡		Category B Daily Rate‡	
	STANDARD CARS	Days Rental	Small ** Vehicle Large ** Vehicle		Small ** Vehicle	Large ** Vehicle
Medium Protection Package ('Medium')	Limits your financial liability in case of damage to or theft of the Vehicle to either £450 or £350	This varies by length of hire up to a max daily rate of	£34.69	£40.58	£30.11	£36.65
	SELECTION VEHICLES	Vehicle Category**	Days Rental		Daily	/ Rate
Selection Protection Package ('Select')	This product can reduce standard collision damage waiver excess applicable to Selection group Vehicles to £100	SELECTION	This varies by length of hire up to a max daily rate of		£4!	9.74
Medium Protection Package ('Medium')	Limits your financial liability in case of damage to or theft of the Vehicle to £500	SELECTION	This varies by length of hire up to a max daily rate of		£44	4.51

CDV & OTHER VANS		Vehicle Category**	Days Rental		Daily Rate
Medium Protection Package	Limits your financial liability in case of damage to or theft of the Vehicle to £250	CDV	This varies by length of hire up to a max daily rate of		£23.36
('Medium')		Other Vans			£29.91
ANY VEHICLE		Vehicle Category** Days Rental		Days Rental	Daily Rate
Value Cover: Glass,	Reduces standard collision damage	Small and Large Cars		This varies by length of	£17.02
Lights and Tyre	protection excess liability for damage to windscreens, tyres and glass to £0	Van groups		hire up to a max daily rate of	£18.33
		Selection			£18.99

#### **EXCESS REDUCTION PRODUCTS FOR STAND LIABLE RENTERS** - These are optional and are not included in the rental charges.

Product	What does it do?	Consolidated Pricing Daily Rate (inc VAT)	
		**Vehicle Category	This varies by length of hire up to a max daily rate of
Collision Damage Waiver	Reduces your liability for damage to the Vehicle to the standard collision damage waiver excess amount.	All Vehicle groups	£15.71
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	£15.71
		Small	£39.07
Medium Protection Package ('Medium')	Combines: Collision Damage Waiver, Theft Waiver, and the Medium Protection Package to reduce your liability to £250 for standard Vehicles	Large	£45.62
	and £500 for Selection Vehicles	Selection	£49.54

		CDV	£43.00
		Other Vans	£45.62
Premium Protection Package	Available at participating Europcar Branches	Small	£46.93
('Premium')		Large	£53.47
£0	Selection & CDV & Other Vans	N/A	

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

Your excess value will be as set out in your Rental Agreement, or as otherwise communicated to you. However, it will be no more than the sum set out below.

**Vehicle Category	Description	Standard Collision Damage Waiver Excess	Medium Excess	Premium Excess
Small	Mini / Economy / Economy Elite / Compact / Compact Elite	£1,600	Category A Vehicle ‡ £450	£0.00
Large (1)	Intermediate / Intermediate Elite / Standard /	£2,100	Category B Vehicle ‡ £350	
Large (2)	Standard Elite Full Size / Premium / Luxury	£2,100	Category B Vehicle ‡ £350	£0.00
Selection	Selection Vehicles	£3,000 - £4,000 maximum	£500	NA
Vans	All Vans	£1,500	£250	NA

**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)
Excess Mileage Charges STANDARD CARS (excludes Selection Vehicles)	Rentals of up to 20 consecutive days: mileage is unlimited and excess mileage charges will not apply  Rentals of 21 consecutive days or more: 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 50 miles @ 30 pence per mile (ie., 2750 minus (30x90))	30 pence per mile for each mile driven over the relevant mileage allowance
Excess Mileage Charges SELECTION VEHICLES (excludes Standard Cars)	Rentals of up to 27 consecutive days: mileage is unlimited and excess mileage charges will not apply  Rentals of 28 consecutive days or more: 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 @ 36 pence per mile (ie., 2750 minus (30x75)).	36 pence per mile for each mile driven over the relevant mileage allowance
Excess Mileage Charges VANS	Rentals of up to 6 consecutive days: 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 @ 24 pence per mile (ie., 1350 minus (5x250))  Rentals of 7 consecutive days or more: 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 @ 24 pence per mile (ie., 1200 minus (10x90))	24 pence per mile for each mile driven over the relevant mileage allowance
One-way Hire	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  ONE-WAY HIRES ARE NEVER PERMITTED OUTSIDE OF THE UK.  If you do leave a Vehicle outside of the UK we will charge you for the cost to repatriate it	Pre-authorised UK Fee: up to a maximum cost of £357 Unauthorised UK Fee: up to a maximum cost of £595 Unauthorised overseas Fee: up to a maximum cost of £2,380  Please contact the Europcar Branch where you collected your Vehicle for cost details.

Aborted Deliver and Collect Charge	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	If we have come out to you - £45.00  If it has been aborted without us coming out to you - £31.00
Fuel Charges	These fuel charges will apply if: i. you have not purchased our Full Tank Option; and ii. you have returned the Vehicle to us at the Europcar Branch without refilling the fuel tank to its maximum capacity. You will be charged for each litre of fuel that is required to refill the fuel tank of the Vehicle to its maximum capacity. See our fuel policy at <a href="https://www.europcar.co.uk/terms-and-conditions">www.europcar.co.uk/terms-and-conditions</a>	The cost of each litre of fuel that is required, which is charged at the pump price per litre multiplied by 2.5. Please see the estimated fuel charge on your Rental Agreement.
Valet Charge	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  **excludes charges for rentals in Northern Ireland which may vary**
Reservation Amendment (or Modification) Charge	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
Changeover Charge	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
Late Cancellation Charge	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
No Show Charge	This charge will apply if you did not cancel your booking and you do not collect your Vehicle	£102
Third Party Administration Charge	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
Unpaid Charges Admin Charge	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
Extension Charge	Applies when you notify us that you wish to extend the length of your Hire Period	£5
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>
Recovery of Overdue Vehicles	These charges will apply if:  • 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  • you do not respond to our verbal request to return the Vehicle and we therefore need to write to you to recover the Vehicle.  The following charges cover the Europear back-office resources required to draft and deliver the following letters as a means to recover our Vehicle:	
	Letter A: sent 24 hours after the return time and following an initial call by the Branch;	Letter A - £25 Letter B - £35
	Letter B: is delivered by hand 24 hours after Letter A if we receive no response from it;	Letter C - £30
	Letter C: 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.	
	Failure to respond within 24 hours of Letter C being delivered will cause us to report the Vehicle to the police as stolen.	
Missing Device Charge	This charge is applied when a Vehicle is returned and the electronic geolocation unit is found to be missing.	£235
Disconnected Device Charge	This is the charge to reinstall the electronic geolocation unit if it is disconnected.	£75
Unauthorised Border Crossing Charge	This charge applies if you take a vehicle from Northern Ireland or Mainland UK into the Republic of Ireland AND/OR from Northern Ireland or Mainland UK into continental Europe without telling us in advance and obtaining the Cross-Border	£14.07 per incident, plus the cost of the appropriate Cross-Border Pack or Europdrive Pack for the number of days the vehicle is outside of Mainland UK or Northern

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

#### LIGHT DAMAGE RELATED COSTS

Description	What is the Charge for?	Cost Inclusive of VAT (if applicable)
Light Damage to the Vehicle	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 or ascertained from a desktop assessment using industry standard software to estimate damage costs) 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 £40.00, in addition to the fixed sums set out in the Light Damage Charges Schedule or ascertained from a desktop assessment using industry standard software to estimate damage costs
Light Damage Administration Charge	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 any non-essential Accessories or keys, as identified in the Light Damage Charges Schedule or ascertained from a desktop assessment using industry standard software to estimate damage costs).  This charge pays for the back-office resource required to process associated paperwork.	£40

#### SERIOUS DAMAGE RELATED COSTS

Description	What is the Charge for?	Cost Inclusive of VAT (if applicable)
Damage to the Vehicle OTHER THAN (i) Light Damage or (ii) Loss of or Damage to Essential Items or Tyre or Windscreen Replacement or Repair or (iii) where the Vehicle is determined by us to be a Total Loss	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.  We consider serious damage to include, but not be limited to, circumstances where you have returned the Vehicle to us:  (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  (ii) containing excessive amounts of refuse; or  (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 rentable standard.  As explained in section 12.11.1 of the T&Cs, you will pay us the sums we become liable to pay to our suppliers in recovering and/or repairing the Vehicle.	You will be charged:  • a Loss of Use Charge; (calculated as indicated in section 12.11.2.1 of the T&Cs),  • an Engineer's Charge of £40; and  • a Serious Damage Administration Charge of £80; and  • the cost we become liable to pay to our suppliers in recovering and/or repairing the Vehicle and/or the cost of using external experts for disposal of rubbish or specialist cleaning.
Damage to the Vehicle, where the Vehicle is determined by us to be a Total Loss	You will be notified of the charges with respect to damage to the Vehicle, once the Vehicle has been assessed at the <b>end of the Hire Period</b> .  As explained in section 12.15 of the T&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.	You will be charged:  • a Loss of Use Charge (calculated as indicated in section 12.15.2 of the T&Cs),  • an Engineer's Charge of £40; and  • a Serious Damage Administration Charge of £80, and  • the sums contemplated in section 12.15.1 of the T&Cs.
Engineer's Charge	This applies if the Vehicle has suffered Serious Damage or is a Total Loss.  It pays for an engineer to assess whether a damaged Vehicle is worth repairing and, as applicable, to:  (i) liaise with the repairers to determine how it will be repaired and what it will cost; or  (ii) determine the pre-accident value of the Vehicle and to arrange for the Vehicle to be sold for salvage.  This charge is in addition to the Serious Damage Administration Charge	£40
Serious Damage Administration Charge	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.	083

#### DAMAGE TO TYRES, WINDSCREEN AND LOSS OF OR DAMAGE TO ESSENTIAL ITEMS RELATED COSTS

Description	What is the Charge for?	Cost Inclusive of VAT (if applicable)
Loss of or Damage to Essential Items	If an Essential Item is lost or damaged <u>during your Hire Period</u> you will be notified of the applicable charges	You will be charged  • the sum(s) which we become liable to pay to our suppliers to replace or repair lost or damaged Essential Items; and  • a Tyres, Windscreen and Essential Items Damage Administration Charge of £40.

	You will be notified of the charges with respect to Loss of or Damage to Essential Items once the Vehicle has been assessed at the end of the Hire Period.  Loss of or Damage to Essential Items are further explained in section 12.13.1 of the T&Cs.	You will be charged  • the sum(s) which we become liable to pay to our suppliers to replace or repair lost or damaged Essential Items;  • a Loss of Use Charge; (calculated as indicated in section 12.13.1.2.1 of the T&Cs); and  • a Tyres, Windscreen and Essential Items Damage Administration Charge of £40.
	Emergency Call Out charge	• £90 per call out
Tyre Replacement or Tyre Repair	If the Tyre is Replaced or Repaired during your Hire Period you will be notified of the applicable charges	You will be charged  • the sum(s) which we become liable to pay to our suppliers for the Repair or the Replacement Tyre; and  • a Tyres, Windscreen and Essential Items Damage Administration Charge of £40
	You will be notified of the charges with respect to a Tyre Replacement or Tyre Repair once the Vehicle has been assessed at the end of the Hire Period.  Tyre Replacements and Tyre Repairs are further explained in section 12.13.3 of the T&Cs	You will be charged  • the sum(s) which we become liable to pay to our suppliers for the Repair or the Replacement Tyre;  • a Loss of Use Charge; (calculated as indicated in section 12.11.2.1 of the T&Cs); and  • a Tyres, Windscreen and Essential Items Damage Administration Charge of £40.
	Emergency Call Out charge	• £90 per call out
Windscreen Replacement or Repair	If the Windscreen is Replaced or Repaired <u>during your Hire Period</u> you will be notified of the applicable charges	You will be charged:  • the sum(s) which we become liable to pay to our suppliers for the Windscreen Replacement or Repair; and  a Tyres, Windscreen and Essential Items Damage Administration Charge of £40.
	You will be notified of the charges with respect to a Windscreen Replacement or Repair once the Vehicle has been assessed at the end of the Hire Period. Windscreen Replacements and Repairs are further explained in section 12.14 of the T&Cs	You will be charged:  • the sum(s) which we become liable to pay to our suppliers for the Windscreen Replacement or Repair;  • a Loss of Use Charge; (calculated as indicated in section 12.11.2.1 of the T&Cs); and  • a Tyres, Windscreen and Essential Items Damage Administration Charge of £40.
	Emergency Call Out charge	• £90 per call out
Tyres, Windscreen and Essential Items Damage Administration Charge	Applies if we have to charge you for Loss of or Damage to Essential Items or 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

#### OTHER DAMAGE RELATED COSTS

Description	What is the Charge for?	Cost Inclusive of VAT (if applicable)
Vehicle Recovery Charge	Recovery of a Vehicle that has broken down or is damaged due to customer negligence	£175 recovery charge £3 per mile towing
Statutory Charge 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 (What are my obligations towards the Vehicle?))	£150
Statutory Storage Charges following Police Recovery	Charges that are charged by the police for storing a Vehicle following its recovery by them	Currently £20 per day
Agent Recovery Charge	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

LIGHT DAMAGE - FULL MATRIX CARS

#### \*DE - Prices to be obtained through a Desktop Engineering Assessment;

Damage Area	Damage Element	Type and Condition of Damage	Mini/Economy	Compact	Intermediate/Standard	Full Size/Premium	Luxury	Passenger Van
	Ī	Scratch 2-5 cm	378	405	437	488	538	366
		Scratch >5-15 cm	512 606	547 649	586 693	642 672	707 710	494 582
	Bonnet	Scratch >15 cm Dent 2-5 cm	532	559	693 591	642	692	582 520
		Dent >5-15 cm	710	745	784	840	905	692
		Dent >15 cm	848	891	935	914	952	824
		Scratch 2-5 cm Scratch >5-15 cm	370 480	374 492	339 445	325 449	314 441	364 474
		Scratch >15 cm	480	492	445	449	441	466
	Front Bumper	Dent 2-5 cm	524	528	493	479	468	518
		Dent >5-15 cm	678	690	643	647	639	672
		Dent >15 cm Scratch 2-5 cm	722 DE	734 309	687 182	691 215	683 DE	708 DE
		Scratch >5-15 cm	DE	392	256	291	DE	DE
FRONT	Front Bumper Left Corner	Scratch >15 cm	DE	392	256	291	DE	DE
Æ	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Dent 2-5 cm Dent >5-15 cm	DE DE	463 590	336 454	369 489	DE DE	DE DE
		Dent >15 cm	DE	634	498	533	DE	DE
		Scratch 2-5 cm	DE	383	182	215	DE	DE
		Scratch >5-15 cm	DE	501	256	291	DE	DE
	Front Bumper Right Corner	Scratch >15 cm Dent 2-5 cm	DE DE	501 537	256 336	291 369	DE DE	DE DE
		Dent >5-15 cm	DE	699	454	489	DE	DE
		Dent >15 cm	DE	743	498	533	DE	DE
		Scratch 2-5 cm Scratch >5-15 cm	370 480	374 492	338 444	326 451	314 441	364 474
	5 C	Scratch > 15 cm	480	492	444	451	441	466
	Front Bumper Central	Dent 2-5 cm	524	528	492	480	468	518
		Dent >5-15 cm	678 722	690	642	649 693	639	672 708
		Dent >15 cm Scratch 2-5 cm	320	734 326	686 334	318	683 328	363
		Scratch >5-15 cm	601	608	625	567	581	694
	Front Left Door	Scratch >15 cm	840	849	875	747	756	984
		Dent 2-5 cm Dent >5-15 cm	474 799	480 806	488 823	472 765	482 779	517 892
		Dent >15 cm	1082	1091	1117	989	998	1226
		Scratch 2-5 cm	289	298	312	294	307	357
		Scratch >5-15 cm	557 784	571 802	595 838	533 710	551 725	680 963
	Rear Left Door	Scratch >15 cm  Dent 2-5 cm	443	452	466	448	461	511
		Dent >5-15 cm	755	769	793	731	749	878
		Dent >15 cm	1026	1044	1080	952	967	1205
	Left Mirror Cap/Housing	Scratch 2-5 cm Scratch >5-15 cm	98 98	188 188	234 234	167 167	149 149	150 150
	Left Sliding Door	Scratch 2-5 cm	DE DE	346	346	DE	DE DE	394
		Scratch >5-15 cm	DE	645	649	DE	DE	734
		Scratch >15 cm	DE	909	917	DE	DE	1035
		Dent 2-5 cm Dent >5-15 cm	DE DE	500 843	500 847	DE DE	DE DE	548 932
		Dent >15 cm	DE	1151	1159	DE	DE	1277
		Scratch 2-5 cm	75	44	22	36	47	47
		Scratch >5-15 cm Scratch >15 cm	75 75	44 44	22	36 36	47 47	47 47
	Left Pillar Moulding	Dent 2-5 cm	75	44	22	36	47	47
		Dent >5-15 cm	75	44	22	36	47	47
		Dent >15 cm	75	44	22	36	47	47
<b>-</b>		Scratch 2-5 cm Scratch >5-15 cm	261 525	227 475	228 479	239 451	245 461	241 525
LEFT	Front Loft Wing	Scratch > 15 cm	741	678	692	623	635	765
	Front Left Wing	Dent 2-5 cm	415	381	382	393	399	395
		Dent >5-15 cm Dent >15 cm	723 983	673 920	677 934	649 865	659 877	723 1007
		Scratch 2-5 cm	211	214	257	217	212	191
		Scratch >5-15 cm	285	286	338	261	249	257
	Left Front Pillar	Scratch >15 cm Dent 2-5 cm	313 365	314 368	371 411	268 371	249 366	276 345
		Dent 2-5 cm  Dent >5-15 cm	483	484	536	459	447	455
		Dent >15 cm	555	556	613	510	491	518
		Scratch 2-5 cm	233	235	269	279	259	230
		Scratch >5-15 cm Scratch >15 cm	316 350	318 351	358 393	343 356	305 306	310 344
	Left Central Pillar	Dent 2-5 cm	387	389	423	433	413	384
		Dent >5-15 cm	514	516	556	541	503	508
	<u> </u>	Dent >15 cm	592 DE	593 174	635 DE	598 DE	548 DE	586 186
		Scratch 2-5 cm Scratch >5-15 cm	DE	232	DE	DE DE	DE	186
	Left Rear Pillar	Scratch >15 cm	DE	243	DE	DE	DE	186
	Leit Nedi Filidi	Dent 2-5 cm	DE	328	DE	DE	DE	340
		Dent >5-15 cm  Dent >15 cm	DE DE	430 485	DE DE	DE DE	DE DE	384 428
		Scratch 2-5 cm	282	305	324	317	337	357
		Scratch >5-15 cm	551	582	622	563	588	681
	Rear Left Wing	Scratch >15 cm	791	815	856	739	762	966
		Dent 2-5 cm Dent >5-15 cm	436 749	459 780	478 820	471 761	491 786	511 879
	<u> </u>	Dent >15 cm	1033	1057	1098	981	1004	1208
		Scratch 2-5 cm	320	326	334	318	328	363
		Scratch >5-15 cm	601	608	625	567	581	694
	Front Right Door	Scratch >15 cm Dent 2-5 cm	840 474	849 480	875 488	747 472	756 482	984 517
		Dent >5-15 cm	799	806	823	765	779	892
		Dent >15 cm	1082	1091	1117	989	998	1226
		Scratch 2-5 cm Scratch >5-15 cm	289 557	298 571	316 601	294 533	307 551	357 680
		Scratch >5-15 cm Scratch >15 cm	784	802	845	710	725	963
	Rear Right Door	Dent 2-5 cm	443	452	470	448	461	511
		Dent >5-15 cm	755	769	799	731	749	878
I		Dent >15 cm	1026	1044	1087	952	967	1205

CATEGORY

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	Right Mirror Cap/Housing	Scratch 2-5 cm	99	188	235	167	148	150
	Right Willfor Cap/Housing	Scratch >5-15 cm	99	188	235	167	148	150
		Scratch 2-5 cm	DE	346	346	DE	DE	394
		Scratch >5-15 cm	DE	645	649	DE	DE	734
		Scratch >15 cm	DE	909	917	DE	DE	1035
	Right Sliding Door	Dent 2-5 cm	DE	500	500	DE	DE	548
			DE		847	DE	DE	
		Dent >5-15 cm		843				932
		Dent >15 cm	DE	1151	1159	DE	DE	1277
		Scratch 2-5 cm	76	44	19	36	51	45
		Scratch >5-15 cm	76	44	19	36	51	45
	Diaht Dillas Massidias	Scratch >15 cm	76	44	19	36	51	45
	Right Pillar Moulding	Dent 2-5 cm	76	44	19	36	51	45
		Dent >5-15 cm	76	44	19	36	51	45
		Dent >15 cm	76	44	19	36	51	45
		Scratch 2-5 cm	261	227	228	239	245	241
⊢		Scratch >5-15 cm	525	475	479	451	461	525
RIGHT			741	678	692	623	635	765
~	Front Right Wing	Scratch >15 cm						
		Dent 2-5 cm	415	381	382	393	399	395
		Dent >5-15 cm	723	673	677	649	659	723
		Dent >15 cm	983	920	934	865	877	1007
		Scratch 2-5 cm	211	214	256	217	212	191
		Scratch >5-15 cm	285	286	336	257	249	257
		Scratch >15 cm	313	314	368	264	249	276
	Right Front Pillar	Dent 2-5 cm	365	368	410	371	366	345
		Dent >5-15 cm	483	484	534	455	447	455
		Dent >15 cm	555	556	610	506	491	518
		Scratch 2-5 cm	233	234	269	279	259	230
		Scratch >5-15 cm	316	316	358	343	305	310
	Right Central Pillar	Scratch >15 cm	350	350	390	356	306	344
	<u> </u>	Dent 2-5 cm	387	388	423	433	413	384
		Dent >5-15 cm	514	514	556	541	503	508
		Dent >15 cm	592	592	632	598	548	586
		Scratch 2-5 cm	DE	174	DE	DE	DE	186
		Scratch >5-15 cm	DE	232	DE	DE	DE	186
		Scratch > 15 cm	DE	243	DE	DE	DE	186
	Right Rear Pillar	Dent 2-5 cm	DE	328	DE	DE	DE	340
		Dent >5-15 cm	DE	430	DE	DE	DE	384
								428
		Dent >15 cm	DE	485	DE	DE	DE	
		Scratch 2-5 cm	282	309	324	319	338	341
		Scratch >5-15 cm	551	587	622	565	591	658
	Rear Right Wing	Scratch >15 cm	791	822	856	741	766	937
	iteal tight wing	Dent 2-5 cm	436	463	478	473	492	495
		Dent >5-15 cm	749	785	820	763	789	856
		Dent >15 cm	1033	1064	1098	983	1008	1179
		Scratch 2-5 cm	202	205	270	305	210	249
		Scratch >5-15 cm	277	285	361	402	288	333
		Scratch > 15 cm	277	285	361	400	288	333
	Rear Bumper Spoiler	Dent 2-5 cm	356	359	424	459	364	403
			475	483	559		486	531
		Dent >5-15 cm				600		
		Dent >15 cm	519	527	603	642	530	575
		Scratch 2-5 cm	381	364	369	384	352	391
		Scratch >5-15 cm	496	491	495	528	494	510
	Rear Bumper	Scratch >15 cm	496	491	495	528	494	499
	iteal builipei	Dent 2-5 cm	535	518	523	538	506	545
		Dent >5-15 cm	694	689	693	726	692	708
		Dent >15 cm	738	733	737	770	736	741
		Scratch 2-5 cm	DE	DE	DE	DE	DE	DE
		Scratch >5-15 cm	DE	DE	DE	DE	DE	DE
		Scratch >15 cm	DE	DE	DE	DE	DE	DE
	Rear Bumper Left Corner	D 2 F	55	55	D.F.	DE.	DF.	D.F.
		Dent 2-5 cm  Dent >5-15 cm	DE	DE	DE	DE	DE	DE
	<u> </u>	Dent >15 cm	DE	DE 201	DE	DE	DE	DE
		Scratch 2-5 cm	DE	201	212	DE	DE	233
ä		Scratch >5-15 cm	DE	278	289	DE	DE	317
REAR	Rear Bumper Right Corner	Scratch >15 cm	DE	278	289	DE	DE	317
_	in partiagne control	Dent 2-5 cm	DE	355	366	DE	DE	387
		Dent >5-15 cm	DE	476	487	DE	DE	515
		Dent >15 cm	DE	520	531	DE	DE	559
		Scratch 2-5 cm	381	328	330	384	352	374
		Scratch >5-15 cm	496	430	435	528	494	485
		Scratch >15 cm	496	430	435	528	494	505
	Rear Bumper Central	Dent 2-5 cm	535	482	484	538	506	528
		Dent >5-15 cm	694	628	633	726	692	683
		Dent >15 cm	738	672	677	770	736	747
			324	341	357	349	353	421
		Scratch 2-5 cm	433	457	470	439	439	571
		Scratch >5-15 cm						
	Hatchback	Scratch >15 cm	500	528	524	458	441	683
		Dent 2-5 cm	478	495	511	503	507	575
		Dent >5-15 cm	631	655	668	637	637	769
		Dent >15 cm	742	770	766	700	683	925
		Scratch 2-5 cm	205	251	232	195	183	DE
		Scratch >5-15 cm	284	345	318	275	262	DE
	Rear Spoiler	Dent 2-5 cm	359	405	386	349	337	DE
		Dent >5-15 cm	482	543	516	473	460	DE
		Dent >15 cm	526	587	562	517	504	DE
		Scratch 2-5 cm	421	504	534	525	534	657
		Scratch >5-15 cm	567	684	716	692	701	893
<u>u</u>	1	Scratch >15 cm	672	822	864	717	703	1099
JC .	Roof		575	658		679		811
8	KOOT	Dent 2-5 cm			688		688	
ROOF		D						4004
ROG		Dent >5-15 cm	765	882	914	890	899	1091
		Dent >5-15 cm Dent >15 cm	765 914	882 1064	914 1106	890 959	899 945	1091 1341
ALLOYS ROC	Alloy Wheel	Dent >15 cm	914	1064	1106	959	945	1341

\*DE - Prices to be obtained through a Desktop Engineering Assessment;

age Area	Damage Element	Type and Condition of Damage	Small Van	Medium Van	Large Van	Special Va
		Scratch 2-5 cm	356	334	391	368
		Scratch >5-15 cm	482	448	521	494
	Bonnet	Scratch >15 cm	568	521	588	581
		Dent 2-5 cm	510	488	545	522
		Dent >5-15 cm	680	646	719	692
		Dent >15 cm	810	763	830	823
		Scratch 2-5 cm	413	440	396	338
		Scratch >5-15 cm	595	580	516	448
	Front Bumper	Scratch >15 cm	595	597	516	450
		Dent 2-5 cm	567	594	550	492
		Dent >5-15 cm	793	778	714	646
		Dent >15 cm	837	839	758	692
		Scratch 2-5 cm	170	DE	264	185
_		Scratch >5-15 cm	242	DE	353	259
FRONT	Front Bumper Left Corner	Scratch >15 cm	242	DE	353	259
Ř.		Dent 2-5 cm	324	DE	418	339
		Dent >5-15 cm	440	DE	551	457
		Dent >15 cm	484	DE	595	501
		Scratch 2-5 cm	170	DE	264	185
		Scratch >5-15 cm	242	DE	353	259
	Front Bumper Right Corner	Scratch >15 cm	242	DE	353	259
	Trone bumper highe corner	Dent 2-5 cm	324	DE	418	339
		Dent >5-15 cm	440	DE	551	457
		Dent >15 cm	484	DE	595	501
		Scratch 2-5 cm	380	440	374	334
		Scratch >5-15 cm	517	580	486	440
	Front Bumper Central	Scratch >15 cm	517	597	486	442
	From bumper Central	Dent 2-5 cm	534	594	528	488
		Dent >5-15 cm	715	778	684	638
		Dent >15 cm	759	839	728	684
		Scratch 2-5 cm	364	399	396	374
		Scratch >5-15 cm	716	825	870	723
		Scratch >15 cm	1,025	1,205	1,285	1,030
	Front Left Door	Dent 2-5 cm	518	553	550	528
		Dent >5-15 cm	914	1,023	1,068	921
		Dent >15 cm	1,267	1,447	1,527	1,272
		Scratch 2-5 cm	DE	DE	DE	311
		Scratch >5-15 cm	DE	DE	DE	613
		Scratch >15 cm	DE	DE	DE	884
	Rear Left Door	Dent 2-5 cm	DE	DE	DE	465
		Dent 2-5 cm  Dent >5-15 cm	DE	DE	DE	811
		Dent >15 cm	DE	DE	DE	1,126
		1	53	84	39	1,126
	Left Mirror Cap/Housing	Scratch 2-5 cm	53		39	64
	, ,	Scratch >5-15 cm		84		
		Scratch 2-5 cm	400 763	514	738	453
		Scratch >5-15 cm		981	1,348	877
	Left Sliding Door	Scratch >15 cm	1,087	1,403	1,855	1,234
		Dent 2-5 cm	554	668	892	607
		Dent >5-15 cm	961	1,179	1,546	1,075
	-	Dent >15 cm	1,329	1,645	2,097	1,476
		Scratch 2-5 cm	43	DE	DE	44
		Scratch >5-15 cm	43	DE	DE	44
	Left Pillar Moulding	Scratch >15 cm	43	DE	DE	44
		Dent 2-5 cm	43	DE	DE	44
		Dent >5-15 cm	43	DE	DE	44
		Dent >15 cm	43	DE	DE	44
		Scratch 2-5 cm	226	236	269	235
		Scratch >5-15 cm	525	601	692	534
	Front Left Wing	Scratch >15 cm	782	921	1,071	789
	Tone zere wing	Dent 2-5 cm	380	390	423	389
		Dent >5-15 cm	723	799	890	732
		Dent >15 cm	1,024	1,163	1,313	1,031
		Scratch 2-5 cm	224	249	206	194
LEFT		Scratch >5-15 cm	301	321	262	257
끸	Left Front Pillar	Scratch >15 cm	336	344	282	278
	reit Fiont Fillat	Dent 2-5 cm	378	403	360	348
		Dent >5-15 cm	499	519	460	455
		Dent >15 cm	578	586	524	520
		Scratch 2-5 cm	242	270	247	253
		Scratch >5-15 cm	323	355	320	334
		Scratch >15 cm	366	399	354	374
	Left Central Pillar	Dent 2-5 cm	396	424	401	407
		Dent >5-15 cm	521	553	518	532
		Dent >15 cm	608	641	596	616
		Scratch 2-5 cm	186	201	198	221
		Scratch >5-15 cm	186	201	198	275
			186	201	198	303
	Left Rear Pillar	Scratch >15 cm				
		Dent 2-5 cm	340	355	352	375
		Dent >5-15 cm	384	399	396	473
	-	Dent >15 cm	428	443	440	545
		Scratch 2-5 cm	411	547	732	431
		Scratch >5-15 cm	777	1,025	1,345	822
	Rear Left Wing	Scratch >15 cm	1,103	1,455	1,857	1,154
		Dent 2-5 cm	565	701	886	585
		Dont > E 1E cm	975	1,223	1,543	1,020
		Dent >5-15 cm  Dent >15 cm	1,345	1,697	2,099	1,396

		Canatab 2 F ans	DF.	F.C.1	711	C27
	<u> </u>	Scratch 2-5 cm	DE	561	711	637
	<u> </u>	Scratch > 15 cm	DE	1,060	1,309	1,180
	Left Front Side Panel	Scratch >15 cm Dent 2-5 cm	DE DE	1,527 715	1,817 865	1,557 791
		Dent 2-5 cm Dent >5-15 cm	DE	1,258	1,507	1,378
		Dent >5-15 cm	DE	1,769	2,059	1,378
	-		411	547		
	<del> </del>	Scratch 2-5 cm Scratch >5-15 cm	777	1,025	732 1,345	431 822
		Scratch >15 cm	1,103	1,455	1,857	1,154
	Left Rear Side Panel	Dent 2-5 cm	565	701	886	585
		Dent >5-15 cm	975	1,223	1,543	1,020
		Dent >15 cm	1,345	1,697	2,099	1,396
		Scratch 2-5 cm	364	399	396	374
		Scratch >5-15 cm	716	825	870	723
		Scratch >15 cm	1,025	1,206	1,285	1,030
	Front Right Door	Dent 2-5 cm	518	553	550	528
		Dent >5-15 cm	914	1,023	1,068	921
		Dent >15 cm	1,267	1,448	1,527	1,272
		Scratch 2-5 cm	DE	DE	DE	311
		Scratch >5-15 cm	DE	DE	DE	613
		Scratch >15 cm	DE	DE	DE	884
	Rear Right Door	Dent 2-5 cm	DE	DE	DE	465
		Dent >5-15 cm	DE	DE	DE	811
		Dent >15 cm	DE	DE	DE	1,126
		Scratch 2-5 cm	53	84	39	61
	Right Mirror Cap/Housing	Scratch >5-15 cm	53	84	39	61
		Scratch 2-5 cm	399	517	736	451
		Scratch >5-15 cm	765	972	1,230	853
		Scratch >15 cm	1,092	1,374	1,697	1,211
	Right Sliding Door	Dent 2-5 cm	553	671	890	605
		Dent >5-15 cm	963	1,170	1,428	1,051
		Dent >15 cm	1,334	1,616	1,939	1,453
		Scratch 2-5 cm	43	DE	DE	44
		Scratch >5-15 cm	43	DE	DE	44
	Biologo and Art	Scratch >15 cm	43	DE	DE	44
	Right Pillar Moulding	Dent 2-5 cm	43	DE	DE	44
		Dent >5-15 cm	43	DE	DE	44
		Dent >15 cm	43	DE	DE	44
		Scratch 2-5 cm	226	236	269	235
		Scratch >5-15 cm	525	601	692	534
	Front Right Wing	Scratch >15 cm	782	921	1,071	789
	Tronc Night Willig	Dent 2-5 cm	380	390	423	389
		Dent >5-15 cm	723	799	890	732
		Dent >15 cm	1,024	1,163	1,313	1,031
_		Scratch 2-5 cm	224	249	204	194
RIGHT		Scratch >5-15 cm	301	321	257	257
<u>8</u>	Right Front Pillar	Scratch >15 cm	336	344	277	278
		Dent 2-5 cm	378	403	358	348
		Dent >5-15 cm	499	519	455	455
		Dent >15 cm	578 242	586 270	519 246	520
	<u> </u>	Scratch 2-5 cm	323	354	319	255 336
		Scratch >5-15 cm Scratch >15 cm	366	398	353	376
	Right Central Pillar	Dent 2-5 cm	396	424	400	409
		Dent >5-15 cm	521	552	517	534
		Dent >15 cm	608	640	595	618
		Scratch 2-5 cm	186	206	201	223
		Scratch >5-15 cm	186	206	206	278
		Scratch >15 cm	186	206	209	307
	Right Rear Pillar	Dent 2-5 cm	340	360	355	377
		Dent >5-15 cm	384	404	404	476
		Dent >15 cm	428	448	451	549
		Scratch 2-5 cm	447	609	732	540
		Scratch >5-15 cm	826	1,108	1,345	971
	Page Pieles Mr.	Scratch >15 cm	1,167	1,563	1,857	1,348
	Rear Right Wing	Dent 2-5 cm	601	763	886	694
		Dent >5-15 cm	1,024	1,306	1,543	1,169
		Dent >15 cm	1,409	1,805	2,099	1,590
		Scratch 2-5 cm	DE	972	1,271	1,176
		Scratch >5-15 cm	DE	1,623	2,122	1,945
	Right Front Side Panel	Scratch >15 cm	DE	2,256	2,795	2,373
	Mg//C FOIL Side Fallel	Dent 2-5 cm	DE	1,126	1,425	1,330
		Dent >5-15 cm	DE	1,821	2,320	2,143
		Dent >15 cm	DE	2,498	3,037	2,615
	<u> </u>	Scratch 2-5 cm	447	609	732	540
		Scratch >5-15 cm	826	1,108	1,345	971
	Right Rear Side Panel	Scratch >15 cm	1,167	1,563	1,857	1,348
	-	Dent 2-5 cm	601	763	886	694
		Dent >5-15 cm	1,024	1,306	1,543	1,169
	+	Dent >15 cm	1,409	1,805	2,099	1,590
		Scratch 2-5 cm	DE	DE	DE	DE
	Rear Bumper Spoiler	Scratch >5-15 cm Scratch >15 cm	DE DE	DE DE	DE DE	DE DE
		JC(d(C)) ≥ 15 C()			DE DE	DE
	Rear Bumper Spoiler					DE
	Rear Bumper Spoiler	Dent 2-5 cm	DE	DE		DE
	Rear Bumper Spoiler	Dent 2-5 cm Dent >5-15 cm	DE	DE	DE	DE DE
	Rear Bumper Spoiler	Dent 2-5 cm Dent >5-15 cm Dent >15 cm	DE DE	DE DE	DE DE	DE
	Rear Bumper Spoiler	Dent 2-5 cm Dent >5-15 cm Dent >15 cm Scratch 2-5 cm	DE DE 432	DE DE 379	DE DE 442	DE 377
		Dent 2-5 cm Dent >5-15 cm Dent >15 cm Scratch 2-5 cm Scratch >5-15 cm	DE DE 432 599	DE DE 379 532	DE DE 442 561	DE 377 517
	Rear Bumper Spoiler  Rear Bumper	Dent 2-5 cm Dent >5-15 cm Dent >15 cm Scratch 2-5 cm Scratch >5-15 cm Scratch >15 cm	DE DE 432 599 599	DE DE 379 532 514	DE DE 442 561 561	DE 377 517 521
		Dent 2-5 cm Dent >5-15 cm Dent >15 cm Scratch 2-5 cm Scratch >5-15 cm Scratch >5-15 cm Dent 2-5 cm	DE DE 432 599 599 586	DE DE 379 532 514 533	DE DE 442 561 561 596	DE 377 517 521 531
		Dent 2-5 cm Dent >5-15 cm Dent >15 cm Scratch 2-5 cm Scratch >5-15 cm Scratch >15 cm	DE DE 432 599 599	DE DE 379 532 514	DE DE 442 561 561	DE 377 517 521

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		Scratch >5-15 cm	DE	DE	DE	DE
	Rear Bumper Left Corner	Scratch >15 cm	DE	DE	DE	DE
	near samper zere corner	Dent 2-5 cm	DE	DE	DE	DE
		Dent >5-15 cm	DE	DE	DE	DE
		Dent >15 cm	DE	DE	DE	DE
		Scratch 2-5 cm	207	216	233	194
~		Scratch >5-15 cm	286	294	282	261
REAR	Rear Bumper Right Corner	Scratch >15 cm	286	294	282	264
<u></u>	Real Bullipel Right Cornel	Dent 2-5 cm	361	370	387	348
		Dent >5-15 cm	484	492	480	459
		Dent >15 cm	528	536	524	506
		Scratch 2-5 cm	319	260	257	301
		Scratch >5-15 cm	416	351	314	388
	Boar Rumper Central	Scratch >15 cm	416	360	314	388
	Rear Bumper Central	Dent 2-5 cm	473	414	411	455
		Dent >5-15 cm	614	549	512	586
		Dent >15 cm	658	602	556	630
		Scratch 2-5 cm	389	658	DE	497
	Hatchback	Scratch >5-15 cm	526	869	DE	653
		Scratch >15 cm	623	917	DE	720
		Dent 2-5 cm	543	812	DE	651
		Dent >5-15 cm	724	1,067	DE	851
		Dent >15 cm	865	1,159	DE	962
		Scratch 2-5 cm	DE	DE	DE	DE
		Scratch >5-15 cm	DE	DE	DE	DE
	Rear Spoiler	Dent 2-5 cm	DE	DE	DE	DE
		Dent >5-15 cm	DE	DE	DE	DE
		Dent >15 cm	DE	DE	DE	DE
		Scratch 2-5 cm	773	546	565	534
		Scratch >5-15 cm	1,053	738	767	725
ROOF	Roof	Scratch >15 cm	1,305	881	843	872
RO	KOOI	Dent 2-5 cm	927	700	719	688
		Dent >5-15 cm	1,251	936	965	923
		Dent >15 cm	1,547	1,123	1,085	1,114
ALLOYS	Alloy Wheel	Scuffed Standard/Painted Alloy	53	53	53	53
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# **PRIVACY POLICY**

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#### Thank you for renting with Europear

#### 1. Who processes your Personal Data?

Europcar Group UK Limited, whose registered office is 1 Great Central Square, Leicester, LE1 4JS, 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".

Europear Group UK Limited is a member of the Europear Mobility Group. The term "our Group" refers to Europear 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 Europear'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.
The management of your reservation and rental contract, in particular for:  - confirming, modifying or cancelling your reservation; - 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); - manage your rental; - manage your payment and invoices; - 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); - managing any claims; - purchase and manage insurance for your vehicle.	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.
Fight against fraud and other criminal activity.  We may obtain information about you from credit reference agencies, insurance data sources (including the Claims Underwriting Exchange and MIB) 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 4 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	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 improve our 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.
Conducting business development and marketing activities, including:  - sending emails and SMS notifications about special offers and promotions;  - 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;  - managing your loyalty program and membership card;  - organising contests and prize draws;  - sending emails about a booking we have not completed or about the status of your booking requests;  - the management and updating of the prospect database	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.  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.  The sending of these messages will be based on our legitimate interest in communicating about our products and services.  Processing activities included in category (v) are based on our legitimate interest to simplify and speed up the reservation process for our customers.  Processing activities included in category (vi) are based on our legitimate interest to manage our prospect database.
The management of fines and penalties, in particular for:  - 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;	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.

This processing activity is based on our legitimate interest, in The management and maintenance of a list of customers presenting certain risks to our business and/or staff, with particular our interest in asserting our rights, to prevent risks and fraud related to the execution of your contract and to prevent and regard to: manage abusive behaviour towards our employees. - payment incidents resulting in legal proceedings; - traffic accidents or repeated damage; In this respect, we seek to maintain a fair balance between the - inappropriate or abusive conduct towards our employees or need to process your Personal Data and respect for your rights our customers: and freedoms, in particular the protection of privacy. If you appear - the use of our vehicles in violation of the general rental on this list of at risk customers, your reservation request will be conditions including the use of our vehicles for criminal or rejected. You may challenge this decision by sending an email to alleged criminal activity. the following address: uk.security@europcar.com This processing activity is based on our legitimate interest in ensuring the safety of property and persons in our Branches, by a Video surveillance on our premises deterrent effect or in such a way as to be able to identify the perpetrators of damage, theft or aggression. Analysis of navigation data on our website and mobile This processing is based on our legitimate interest in improving applications our products and services. Assess eligibility; prevent bad debts and fraud We will carry out a soft credit check with the credit reference agency Experian to (i) verify your identity; (ii) help us ensure that you meet our eligibility criteria by having the capacity to pay in full the fees under the vehicle rental contract (and any associated charges); and (iii) prevent fraud and other criminal activity. We will use credit scoring and an automated decision-making process to make this eligibility assessment. This soft credit check does not affect your credit score and it will not appear as a visible search on your credit report. The underlying information about your credit history is held by Experian. See https://www.experian.com/blogs/ask-experian/what-is-a-soft-inqui ry/ for more information about soft credit checks. You can access your credit file by contacting Experian on 0800 013 8888. Experian's Privacy Policy can be found at:https://www.experian.co.uk/consumer/privacy.html and you can contact their Data Protection Officer at uk.dpo@experian.com. If we decline your application to rent a vehicle on the basis of the eligibility check you will be notified of this and of your entitlement to make representations to Europear and how to contest the decision. You have a number of privacy rights (as set out in section 6) including the right to object to the use of your data when it is processed on the basis of legitimate interests. See section 7 for details of how to contact Europear to exercise your privacy rights. If you have questions about the soft credit check process including our affordability criteria which are used to make eligibility decisions, please contact our Customer Qualification Team at uk.qualification@europcar.com. A Decline decision does not affect your ability to rent a car with another rental company or your ability to rent a car with Europear at a future date. Legal basis of the processing: This processing is based on: (a) our legitimate interests in (i) protecting ourselves against bad debtors and fraud relating to the rental and use of our vehicles; and (ii) to protect consumers by preventing over-indebtedness; and (b) contractual necessity, in order to deliver the contractual services.

#### 4. Who are the recipients of your personal data?

#### 4.1 Categories of recipients

 to our employees, our authorised 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:
- to our insurance services companies to purchase and manage insurance for your vehicle;
- advertising agencies, marketing agencies, social networking and digital agencies to help us carry out advertising, marketing and sales campaigns and to analyse the effectiveness of these campaigns;
- 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.
- 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);
- 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 Europear 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 RewardsRoutes Car Rental
- Royal Air Maroc
- Shouqi Car Rental & Leasing Limited Liability Company
- Silvercar
- Singapore Krisflyer
- TAP Miles & Go
- Times Mobility Co LTD
- Turkish Airlines
- Ubeeqo
- UIA Panorama Club

- 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.

#### **Full Credit Check**

If you fail to pay the rental charges to Europcar (or any applicable additional charges such as for vehicle damage) within 28 days of the debt becoming due or you do not agree to the terms of a payment plan with Europcar, your payment performance data relating to the outstanding debt will be shared with Experian in accordance with standard industry practices. A full credit check will be carried out in such circumstances with credit reference agencies, see section 2.2.3.2 of the terms and conditions of hire for more information.

#### 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.
The processing of your reservation and rental contract, in particular for:  - Confirming, modifying or cancelling your reservation;  - Communicating with you regarding your reservation and rental (for example, to provide you with information about your reservation and during your rental, to send you reminder notifications before you return your vehicle, to answer your questions or suggestions);  - manage your rental;  - manage your payment and invoices;  - manage the collection of sums due (including subsequent costs such as fines for traffic violations, or compensation for damage to the vehicle);  - managing claims;  - taking out and managing your vehicle insurance	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	For the duration for which the risk exists which may in some cases be indefinitely where fraud or criminal activity has been identified.  Where no fraud or criminal activity is identified the data is subject to the retention periods as set out in this section 5.
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
Conducting business development and marketing activities, including:  - Sending emails and SMS notifications about special offers and promotions;  - Recording your rental history to suggest products/services to you when searching for new bookings or to send you special offers and benefits;  - sending emails relating to a booking that we have not completed or reporting the status of your booking requests;  - managing your loyalty program and membership card;  - organising contests and prize draws;  - the management and updating of the prospect database.	- if you are a Europcar customer, 3 years from the end of the business relationship with EC 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.
The management of fines, in particular for: -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;	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.

The management and maintenance of a list of customers presenting certain risks to our business and/or staff, with regard to:  - payment incidents resulting in legal proceedings; - traffic accidents or repeated damage - inappropriate or abusive conduct towards our employees or our customers; - the use of our vehicles in violation of the general rental conditions including the use of our vehicles for criminal or alleged criminal activity.	3 or 5 years from the date of creation or modification of the last rental and depending on the nature of the event
Video surveillance on our premises	No more than a month.
Analysis of navigation data on our website and mobile applications	Please, refer to our Cookie Policy which can be found at https://www.europcar.co.uk/cookie-policy

# 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 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
  - 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 purpose 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 Europear 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 <a href="https://cio.org.uk/">https://cio.org.uk/</a>.

#### 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, 1 Great Central Square, Leicester LE1 4JS

or by e-mail to: 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?

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

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

Europear Group UK Limited's systems are configured with data encryption, or scrambling technologies, and industry-standard firewalls. When you send personal information to a Europear 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 Europear 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:

- encodes the data, so that it cannot be read by anyone other than the secure server;
- 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 September 2023.