



## EUROPCAR PAKISTAN STANDARD TERMS AND CONDITIONS

### **1. TERMS USED, NATURE AND OBJECT OF THIS AGREEMENT.**

From now on following abbreviations and terms are used:

- I) Conditions – these Standard Terms and Conditions of Rental which govern the rental and use of a vehicle;
  - II) Lessor – the legal person (renting country) identified on the front page of the Rental Agreement that uses the trademark "Interrent" and/or "Europcar" and has the jurisdiction of forwarding the user rights of the vehicle (hereinafter "Lessor");
  - III) Customer – the person / entity identified on the front page of the Rental Agreement who is car hire reservation provider to the Lessor and who is represented by person identified on the front page of the Rental Agreement as "Driver". The Customer authorizes the Driver to sign the Rental Agreement and consequently forwards liability for fulfilment of this Rental Agreement's Terms and Conditions to the Driver. The Customer forwards the user rights of the Vehicle to the Driver;
  - IV) Driver – (hereinafter "Client") the person identified on the front page of the Rental Agreement who represents person / entity identified on the front page of the Rental Agreement as "Customer", signs Rental Agreement on behalf of Customer and consequently is bound by this Rental Agreement's Terms and Conditions. Client obtains the user rights of the Vehicle from the Customer and Lessor;
  - V) Rental Agreement – the agreement between the Lessor and the Client with which the Lessor forwards the user rights of the vehicle to the Client, according to the stipulations of the Rental Agreement (also referred to as "Agreement") and these Conditions;
  - VI) Vehicle – the self-propelled vehicle identified on the front page of the Rental Agreement that or the user rights of which belong to the Lessor and are forwarded to the Client according to the Agreement.
- B) The Conditions stipulate the Client's rights and obligations when using Lessor's Vehicle. The Client acknowledges that the Vehicle or its user rights are owned by Lessor and he/she does not have the authority to forward the rights and obligations obtained by signing the Agreement to a third party. Any attempted transfer or sub-rent of the Vehicle is permitted only in agreement with Lessor. Lessor permits you to use the Vehicle strictly in accordance with the Conditions.

- C) At Client's request prior to signing of the Rental Agreement, Lessor will make these Conditions available to the Client.
- D) The Rental Agreement is signed for the use of one Vehicle in a period that is designated in the Agreement, or until Lessor has actually taken possession of it.
- E) By signing the Agreement, the Client acknowledges that he/she has read these Conditions, and will be bound by them. The Conditions and the Agreement are inseparable. The Conditions will not cease to be valid also after the Vehicle has been returned.

## **2. AUTHORIZED OPERATOR OF THE VEHICLE.**

According to the Agreement, the Vehicle must only be driven by the Client or any other person who has been authorized by Lessor at the commencement of the rental by noting his/her details in the Rental Agreement as an additional driver. The Client agrees that he/she will not allow anyone (including himself/herself) to drive the Vehicle:

- A) Person, who does not fulfill the minimum requirements of Lessor or law regarding age, possession of a valid driving license and/or any other minimum requirements.
- B) Person, who is under the influence of alcohol, drugs or any other substance impairing consciousness or ability to react, or who is fatigued.

## **3. PICKUP/DELIVERY AND RETURN OF THE VEHICLE.**

- A) Lessor will supply the Vehicle to the Client in good overall and operating condition, complete with all necessary documents. All necessary documents are defined as documentation required by law to use the Vehicle.
- B) The Client agrees to return the Vehicle to Lessor at the location and on the date and time designated in the Rental Agreement, in the same condition as rented, with the same documents and accessories.
- C) The Client will check the condition of the Vehicle when supplied by Lessor, and with his/her signature, will agree that it corresponds to the description given in the Agreement. The Client must have a Lessor's representative eliminate any difference between the Vehicles' actual and the recorded condition before taking over the possession of the Vehicle. The Client acknowledges that during the rental he/she will be responsible for the careful use, documents and accessories of the Vehicle as well as safe driving.
- D) The Client must return the Vehicle to the Lessor's location designated in the Rental Agreement within the normal business hours of the location concerned. The Client has the right to have a Lessor's representative to check-in the vehicle during normal business hours and mark down any difference between the Vehicle's recorded check-out sheets. If the Client does not use this right he/she will remain fully responsible for the Vehicle until Lessor's representatives have taken de jure and de facto possession of the Vehicle. Lessor's personnel will check-in the Vehicle at first possible moment. If The Client returns the Vehicle outside of these hours he/she must comply with the out-of office-hours return instructions for that location.

In case vehicle is returned after office hours or if returned to the Key-box, Lessor is not obliged to perform vehicle check-in before beginning of following business day.

In such case the Client will remain responsible for the Vehicle until beginning of following business day as from that moment Lessor's representatives will take over de jure and de facto possession of the vehicle.

E) If Lessor has agreed that the Client may return the Vehicle to a place other than Lessor's rental location, he/she will remain responsible for the Vehicle until Lessor's representative takes possession of it.

F) If the Client fails to return the Vehicle to the agreed return point at the time designated in the Rental Agreement, Lessor will add a rental extension charge (or additional day) and all charges for each and every 24-hour period of delayed return.

G) If the Client returns the Vehicle but fails to return the Vehicle documents and/or keys to the agreed return point, Lessor will add a rental extension charge (or additional day) to the rental charges for each and every 24-hour period of delayed return till Vehicle documents and/or keys are returned to the agreed return point. Extension charge (additional days) will be charged for maximum 5 days. If 5 days have passed, Client will be charged for lost documents and/or keys according to valid price list of the Lessor

H) If upon the return of the Vehicle the Client has exceeded the mileage restrictions specified on the Rental Agreement, the Client shall pay the Lessor the amount specified on the front page of the Agreement per each exceeded kilometer.

#### **4. CLIENT'S RESPONSIBILITY FOR LOSS OR DAMAGE.**

A) The Client will be held fully responsible for damage to, theft of or loss of the Vehicle and its parts during the rental period. The vehicle parts described here also include accessories supplied for the rental. The Client may reduce that responsibility only according to insurances and waivers described in paragraph 4(B) and accepted by the Client, when signing the Rental Agreement. The Client's responsibility includes repair and/or replacement costs of the Vehicle or its parts, loss of Vehicle's market value, loss of rental revenue due repairs (applying daily rental charge of respective vehicle group), parking and towing costs and administrative costs related to those costs. Lessor will organize Vehicle repairs as quickly as possible.

B) Assuming the Client complies with all the terms of this Agreement and provided the damage, loss or theft of the Vehicle or its parts is not caused by an unauthorized driver or intentionally or by the gross negligence of an authorized driver, the Client's responsibility will be limited as follows:

I) If the Client has accepted Collision Damage Waiver (also known as "CDW") and/or Theft Waiver ("THW") in the Rental Agreement, his/her liability for damage and theft to the Vehicle or its parts is limited to the amount of the non-waivable excess stated in Agreement. The liability in the amount of the non-waivable excess applies for each such incident. If the Renter should be unable to present documents and keys of the Vehicle to Lessor in the event of theft of the Vehicle, he/she will be responsible in an amount that equals to the purchase value of the Vehicle. CDW/THW does not exempt the Client from his/her responsibility for damages to the vehicle interior.

a) CDW & THW – Excess from 500.00 USD up to 2100.00 USD according to the rented car group

II) Wheels and Windscreen Insurance - WWI takes effect in the following events:

When tires have puncture damages or holes; when rims or alloys are damaged or scratched; when wheel caps are damaged or scratched; when windscreen is damaged or scratched; when front lights are damaged or scratched.

C) The Client is fully responsible for damages that are caused by the driver's inability to correctly judge the Vehicle height. The Client is fully responsible for undercarriage damages (wheels and tires excluded). The responsibility can't be waived even by accepting insurances as described in paragraph 4(B).

D) Insurances described in paragraph 4(B) and accepted by the Client do not cover damage to the engine, transmission and clutch if they have been caused by improper driving technique. The cause of those damages will be determined by inspection at an official dealership of the vehicle.

E) For the loss of each accessory supplied for the rental period, the Client is obliged to pay a penalty according to the valid price list of the Lessor. The responsibility can't be waived even by accepting insurances as described in paragraph 4(B).

## **5. USE OF THE VEHICLE.**

A) The Vehicle may be driven only on conditions contained in paragraph 2 and this paragraph 5. The Client is responsible for attentive use as well as observant driving and is obliged to use the Vehicle only for its designated purposes. If the Client does not comply with these conditions, he/she will be fully liable for the loss and damage his/her behavior causes to Lessor or the rented Vehicle and will additionally lose the benefit of limited responsibility gained by any waivers or insurance selected. Lessor reserves the right to take back the Vehicle at any time, and at the Client's expense, if he/she is in breach of this Agreement.

B) The Client must lock the doors of the Vehicle and activate its anti-theft systems, if provided, when leaving the Vehicle. The Vehicle must be parked on areas designated for parking. If the Vehicle is equipped with a portable GPS, Wi-Fi router or dash camera, it must be taken along and stored in a safe place, when leaving the Vehicle. Safety belts and child seats must be used according to the legislation of the country where the vehicle is being used.

C) The Client must use the correct fuel and check the oil and other fluid gauges beyond 1000kms, refilling oil and other fluids as necessary. If the Client experiences any problem due to accident or mechanical failure, he/she must contact Lessor immediately. The Vehicle may be serviced or repaired only with Lessor's prior permission.

D) The Vehicle may not be used for:

I) carrying more people than allowed in its registration certificate or technical specifications;

II) Carrying more cargo than allowed in its registration certificate or technical specifications;

III) Towing or pushing of other vehicles;

IV) Driving on terrain or roads that are not suitable for the Vehicle;

V) Carrying goods that are not properly fastened;

VI) Carrying goods or objects, the odor of which causes damage to the Vehicle or renders its immediate renting impossible;

VII) Rallies, test drives or racing events;

VIII) Violation of traffic and other regulations;

IX) Illegal actions;

X) Re-renting;

XI) Driving on areas where traffic is prohibited;

XII) Driving lessons;

XIII) Carrying people or cargo for business purposes;

XIV) Carrying animals. Transportation of animals is permitted only on prior agreement with Lessor in specially designed cages;

XV) In violation of paragraph 2 of the Conditions.

E) The Client is obliged to inform the renting location about his/her driving route when signing the Rental Agreement. The Vehicle may be used on the territory of the renting county, except on following conditions:

III) The Client will be fully responsible for any damage or loss, including the repatriation costs of the Vehicle, caused to the Lessor, the Vehicle, its parts and/or third parties, if he/she breaks any of the conditions in paragraph 5(E). That responsibility cannot be waived even by accepting any of the insurances described in paragraph 4(B).

F) Client is obliged to park the Vehicle overnight (20:00 pm – 08:00 am) in a parking house or secure (guarded) parking lot. If the event of damage or theft of the Vehicle or it's parts occurs and the Client is not able to present to the Lessor a receipt or parking ticket as proof all insurances described in paragraph 4(B) and accepted by Client will be void.

## **6. TERMS OF PAYMENT, DEPOSIT AND PRE-AUTHORIZATION**

A) By signing the Rental Agreement, the Client authorizes Lessor to debit all costs arising from completing of the Rental Agreement to his/her credit or charge card or any other method of payment accepted by the Lessor.

B) Credit card deposit - Lessor has the right to deposit an amount from the Client's credit card that equals the sum of estimated rental charges, a tank of fuel and refueling service fee.

C) Credit card preauthorization - To adhere to proper card acceptance and validation norms defined by credit card associations and banks and to ensure sufficient funds and account authenticity, Lessor reserves the right to collect, through pre-authorization 350 USD from Client's credit card.

The pre-authorized amount in a holding-state and temporarily reduce one's credit card limit, but it is NOT a transaction charge and will not be reflected in Client's credit card statement. Depending on Client's credit card bank's set up, the pre-authorized amount will drop off typically after 15-60 days.

For assurance, Clients whose credit cards have been pre-authorized are encouraged to check with their respective credit card bank to:

- Confirm the above understanding of pre-authorization;

- Confirm that a pre-authorization - and NOT a charge - has been performed; and

- Affirm the pre-authorized amount and when it will drop off as scheduled.

D) To rent Premium or Luxury (P\*\*\*, L\*\*\*, except minivans) car group Client must possess two credit cards from one of which Lessor will deposit an amount as stipulated in paragraph 6)B) of the Conditions and other card will be preauthorized for 350 USD.

E) The Client is responsible for covering the entire cost of the Rental Agreement even if he/she has been listed as a third party payer.

## **7. CHARGES.**

A) Rental charges reflect the use of the Vehicle by the Client on the conditions agreed on at the time of signing the Rental Agreement. The Rental Charges include the price of the rental and charges for supplementary services that the Client has opted for and/or accepted at the time of reserving the Vehicle and/or signing the Agreement. All charges are taxable according to the legislation of the Renting country.

I) According to the Pakistan legislation Tax will be approx. 20%, until or unless any changes from government.

B) The basis for calculating rental charges are the tariff that is valid during reserving of the Vehicle and has been agreed on between the Client and the Lessor, and the price list of the Lessor. The Renter must meet the conditions of validity of that tariff. The conditions of validity include but are not limited to time of rental, minimum length of rental and existence of discounts.

C) Rental charges are calculated for a minimum period of 24 hours, unless the conditions of validity of the tariff agreed on at the time of signing the Agreement stipulate otherwise.

D) Rental days are calculated as 24-hour periods starting from the pickup time of the rental. An each next rental day will commence after the pickup time has been exceeded by more than 29 minutes.

E) Based on the Client's actual use of the Vehicle, the rental costs may incur expenses that can't be foreseen in the beginning of the rental. These may include costs related to not meeting the conditions of validity of the tariff, costs related to missing the return time and/or location designated in the Agreement, costs of covering the loss of or damage to the Vehicle and/or its parts, the fee for Refueling and the service charge related to it, costs for returning outside of office hours and/or a Lessor's location, costs for additional cleaning, costs of traffic and/or parking fines and the administrative fees related to them, costs originating from a breach of the Conditions of the Agreement and other costs that are related to the Client's use of the Vehicle but are not agreed on in the beginning of the rental. According to the signed Agreement, the Client is obliged to pay for all those costs.

F) Final costs of the rental will be determined after the Vehicle has been returned.

G) Client will always have 14 days to appeal and challenge any additional charges or fees by presenting valid arguments (explanation letter, pictures, videos, official car repair shop damage calculations etc.)

## **8. REFUELING COSTS.**

A) "As Rented" and "Full to Full" fuel policy - The Vehicle must always be returned with the same level of fuel as at the collection as mentioned on the Rental Agreement. If the Vehicle is returned with less fuel than at the check-out, Client must pay for missing fuel and refueling service fee according to the price list of the Lessor. The missing fuel will be calculated on the fuel gauge scale of 1 to 8. Minimum quantity of missing fuel is 1/8.

B) If, when signing the Rental Agreement, the Client has indicated his/her intention to purchase a full tank of fuel at the commencement of the rental (Express Fuel / Full Tank Option), he/she will pay for

it in the amount indicated in the Rental Agreement or in the estimated charges presented to him/her, and may return the Vehicle without refilling its fuel tank.

Fuel not used by the time of the Vehicle's return will not be refunded unless Client requests it. In such case Client must pay for missing fuel and refueling service fee according to the price list of the Lessor

#### **9. RESPONSIBILITY FOR PROPERTY.**

Lessor takes no responsibility for the property and objects of the Client, additional drivers and passengers that has been left in the Vehicle during its use or after that.

#### **10. THIRD PARTY LIABILITY INSURANCE.**

- A) Third party liability insurance is included in the basic rental charge.
- B) The third party liability insurance of Lessor vehicles meets all legal requirements and protects Lessor, the Client and any authorized additional driver according to the law and conditions of that insurance.
- C) The Client is obliged to compensate Lessor for all the costs that arise from the claims of insurance providers if the use of the Vehicle did not meet the requirements stipulated in paragraphs 2 and 5.

#### **11. DAMAGES, ACCIDENTS, THEFT AND VANDALISM.**

- A) The Client is obliged to report any damage (including windshield, tires, body etc.), traffic accident and crash, theft of the Vehicle or its parts and/or any other incident the Vehicle is involved in to the Lessor and on its demand the Police.
- B) Without Lessor's consent, the Client must not accept any possible liability or free anyone from a possible liability after an incident. The Client is obliged to take the names, telephone numbers and addresses of the witnesses and persons involved in the incident and may not settle with the collection of oral information only.
- C) In the event of any damage (including windshield, tires, body etc.), accident, theft and/or vandalism, the Client is obliged to fill in Accident and Damage report form and submit it to the Lessor on immediate basis. The Renter must also provide Lessor with a copy of his/her driving license. If failed to present the required documentation, all accepted insurances described in paragraph 4(B) will become void and Client will be held responsible for the full value of the Vehicle and/or all other costs arising from accident, theft and/or vandalism.
- D) If the Vehicle is stolen, the Client must hand the Vehicle keys, portable GPS-Unit, vehicle registration documents over to Lessor. If the Client fails to present the objects to Lessor or violates the conditions of paragraph 11 in any other way, the insurances described in paragraph 4(B) and accepted by the Client will not free him/her of the responsibility in the amount of the purchase value of the Vehicle and/or other costs arising from the accident, theft and/or vandalism.
- E) The Client is obliged to cooperate with Lessor and its insurance providers on the investigation of the traffic accident, theft and/or act of vandalism.
- F) If weather conditions, darkness, time and/or location of the Vehicle return make it impossible for Lessor's representatives to discover the loss of Vehicle parts and/or damages the Vehicle and/or its parts have sustained during the rental, or if the discovery is difficult due to uncleanness of the Vehicle, location of the damages and/or initial location of the missing parts, then Lessor has the right to charge for loss or damage also after their discovery. In terms of this paragraph 11(F), Lessor has the right to claim compensation only for loss or damage that has been discovered no later than 15 days after the Vehicle has been returned by the Client, provided the Vehicle has not been rented again during that time.

## **12. LIMITS ON LIABILITY.**

Lessor will not be liable to the Client or any third party for any loss or damage arising from the rental unless the loss or damage are caused by the gross negligence or willful misconduct of Lessor. Lessor will not be liable for any indirect damages, consequential loss and loss of profits or special damages of any kind. Nothing mentioned above in this paragraph will exclude or reduce the liability of Lessor for death or personal injury if they are caused by the gross negligence or willful misconduct of Lessor, or any other liability which cannot be excluded or reduced as a matter of law.

## **13. PARKING AND TRAFFIC FINES.**

- A) The Client is fully responsible for all traffic and parking fines obtained during the rental and any other breach of law and its consequences.
- B) If the Client receives traffic or parking penalty during his/her rental, Lessor must be informed about this at the end of the rental.
- C) In case of non-compliance by the Client with the obligations under paragraph 5(D)(VIII), proved by the notification imposing the administrative penalties from the Competent Authorities (e.g. Traffic Police, Police in general etc.) to the Lessor, the Client will be obliged to pay Administration fee(s) according to the price list of the Lessor.

## **14. SUMMARY OF OPTIONAL SERVICES.**

- A) Vehicle rental charges are a combination of services included in the basic rate and optional services according to the vehicle group reserved. The Client may purchase/accept optional services in addition to the reserved ones.
- B) The Client will not be guaranteed a specific model but a Vehicle from a vehicle group distinguishable by certain features. For additional fee, the Client may choose a vehicle from a group other than reserved if possible at the renting location. Lessor vehicle groups are divided into following classes:

Interrent - Mini, Economy, Compact, Minivan.

Europcar – Mini, Economy, Compact, Intermediate, Standard, Premium, Full-size and Luxury

- C) Specific information about insurances as optional services is given in paragraphs 4 and 15 of these Conditions.
- D) If Client rents GPS device (Navigation system), in-build or portative, an additional fee according to the price list of Lessor will be applied.

## **15. PERSONAL INFORMATION.**

- A) By signing the Rental Agreement, the Client allows Lessor to store his/her personal information and data of the Rental Agreement, and process them according to Lessor's needs that include promoter score feedback, statistical analysis, credit check and protection of Lessor property. In case of a breach of the Agreement by the Client, Lessor may make that information public and forward it to third parties according to the need of eliminating the damages Lessor has sustained due to that breach of the Agreement, and to eliminate the damage in the future.

B) The Client is aware that if a Contract Number (price code) is used by him/her, when renting the Vehicle, Lessor has the obligation of sharing his/her personal information with the company or institution that owns the Contract Number.

C) The Client has the right of reviewing his/her information Lessor has stored.

#### **16. VALIDITY OF THE CONDITIONS.**

A) Lessor reserves the right of changing the Conditions unilaterally and without prior notice.

B) Breach of any of the paragraphs in the Conditions will not void the Agreement and will not free neither Lessor nor the Client from fulfilling their obligations according to rest of the Conditions.

C) The Agreement shall be governed by the laws of the Renting Country. Any dispute between Lessor and the Client will be settled between the parties. If a settlement cannot be reached, the dispute will be settled in court according to the legislation of the Renting country (Estonia, Latvia or Lithuania).

#### **17. EARLY RETURN**

In case of early return, any prepaid payments or charges made for the rental will might not be refunded and the full total amount shown on the initial Rental Agreement will be charged.

#### **18. FINES AND ADMINISTRATION FEES.**

All rates, fines and fees are available at the Lessor's counter before signing the rental agreement.

Lessor reserves the right to change any rate, fine or fee without prior notice.

#### **19. REPLACEMENT OF CAR.**

Replacement Vehicle shall be provided within a city limits only (Subject to availability of similar segment in the city) in all such cases where in a Vehicle develops mechanical error and restrain the User from its use. In a case, where in Vehicle develops such error outside the city limit, replacement Vehicle will not be provided and amount equivalent to agreed rental will be charged. Company decision related to replacement vehicle will be final.

#### **SIGNING THE RENTAL AGREEMENT**

I consent to the information (credit card number and validity, copies of passport/ID card and driving license, personal address, phone number, e-mail) provided being retained and further processed by Mobility PAK (Europcar Pakistan) for the purpose of facilitating future payments for EC products / services and to prepare and facilitate your vehicle booking / rental agreement.

I, on Rental Agreement mentioned as Additional driver, hereby agree that all legal and contractual obligations contained in this Rental Agreement are assigned to me and I agree to be bound by all Conditions of this Rental Agreement.

I certify with my signature below that all charges arising from this Rental Agreement are to be debited from my credit card indicated as "Credit card" in box "Payments" of this Rental Agreement.