

RENTAL AGREEMENT TERMS AND CONDITIONS

By signing the rental agreement over the page or by taking a Vehicle from us you are entering into a legal contract with us on these terms and conditions (the rental agreement and these terms and conditions are collectively the "Agreement").

- Definitions**
 - Accessories** include but are not limited to car/baby seats, satellite navigation systems, parcel shelves and locking wheel nuts.
 - Administration Fee** means a fee of £36 which is applied when we pay a fine or penalty for you (or on your behalf) or where we have to disclose information to third parties under this Agreement or where we have to replace any key
 - Branch** means our premises where Vehicles may be collected and/or returned.
 - Charge** and/or **Fee** means those set out in the Agreement or notified and agreed by you either before or after entering into this Agreement.
 - Collision Damage Waiver** means cover for any damage to, or theft of, the Vehicle which exceeds the amount of your excess. It does not cover loss of or damage to personal property.
 - Damage Administration Fee** means a fee of £27 which is applied where the Vehicle is damaged.
 - Excess Reduction Products** include (but are not limited to) Collision Damage Waiver, Risk Reduction Cover, 'Peace of Mind' and 'Super Peace of Mind', Theft Waiver, Personal Accident & Baggage Cover, Roadside Assistance or Value Cover.
 - Named Driver** means any named person(s) on the Agreement that you nominate to be allowed to drive the Vehicle during the Rental Period;
 - Referred Driver** means the Named Driver where the Agreement records the customer's name as an insurer, bodyshop, dealership or recovery agency (eg., the RAC or AA or similar);
 - Rental Charge** means the daily rental charge set out on the front page of this Agreement;
 - Rental Period** means the period shown on the Agreement (which cannot exceed, or be capable of exceeding, 28 days);
 - Third Party Motor Insurance** means cover for any claims made by third parties for death or personal injury or damage to their property. It will not cover any loss of or damage to the Vehicle or loss of personal property or death or personal injury to you.
 - Vehicle** means the motor vehicle described on the first page of this Agreement;
 - you** or **your** means person, firm or organisation paying for the Vehicle's hire and named on the first page of this Agreement (**Primary Customer**) or, where the Primary Customer is no longer responsible for payments under this Agreement, the Referred Driver;
 - we**, **us**, **our** means Europcar Group UK Limited (Company Registration No. 10890553);
 - Working Hours** means the hours when a Branch is open to the public.
- Rental Period**
 - Subject to clause 2.3 of this Agreement, you will have use of the Vehicle for the Rental Period.
 - If you return the Vehicle before the end of the Rental Period then both the Rental Period and this Agreement will end on the date of the Vehicle's return. If you decide to return the Vehicle early, you will not be entitled to the return of any unused prepaid Rental Charges.
 - If you want to extend the Rental Period you must contact us at least 2 Working Hours before the end of the Rental Period or any previously agreed extension. If we agree to extend the Rental Period, you must pay us £5 extension fee (**Extension Fee**) before the end of the Rental Period. If you do not contact us in time, or do not pay the Extension Fee, you must pay us an unauthorised extension fee of £40 (**Unauthorised Extension Fee**). If you are a Referred Driver then, unless agreed otherwise, you will be responsible for all Charges during the extended Rental Period.
 - The Rental Period (even if it is extended under clause 2.3 of this Agreement) lasts for a maximum period of 28 days (**Maximum Rental Period**). If you wish to hire a motor vehicle after the Maximum Rental Period, you must (a) return the Vehicle to the relevant Branch at the end of the Rental Period and pay any outstanding amounts and (b) negotiate the hire of a new motor vehicle and enter into a new Agreement.
 - If you return the Vehicle after the end of the Rental Period, you must pay to us (a) the Rental Charge for each day (or part of a day) until the Vehicle is checked in by us as returned and (b) an Unauthorised Extension Fee. You will also be responsible for all damage to the Vehicle and any unpaid Charges and Fees (including, where applicable, any Administration Fee or Damage Administration Fee).
 - If you use our 'out of hours' service (see the 'Guide to a Smooth Journey') you will be responsible for all Charges, Fees and damage to the Vehicle (including any Administration Fee or Damage Administration Fee) until we have checked the Vehicle back in on the next day that the Branch is open).
 - If you do not return the Vehicle to us when this Agreement ends we are entitled to its immediate return and will take all lawful means to recover it (which may include repossessing it or applying for a Court order requiring you to return it and/or pay us the Vehicle's market value). If we have to take such steps, you must pay all our reasonable costs (including any legal or professional costs), Charges and Fees (including any Administration Fee or Damage Administration Fee or Unauthorised Extension Fee).
- Charges**
 - You agree to be responsible for and will pay to us:
 - any Charges or Fees (and all applicable value added tax ("VAT")) except that if you are a Referred Driver, you will not be responsible for the Rental Charge recorded on the Agreement for the Rental Period (but you will be responsible for the Rental Charge if the Rental Period is extended);
 - a reservation amendment Fee of £5 each time you amend any details of your booking once the Rental Period starts;
 - any Administration Fee, Damage Administration Fee or Unauthorised Extension Fee payable under these terms and conditions;
 - any Charge for delivery and/or collection (which we have told you about at time of booking);
 - the cost to refuel the Vehicle at our published rates on the date of return (which are much higher than forecourt prices and include a refueling charge) if you have not purchased our 'Full Tank Option' and you do not return the Vehicle to us with a full tank of fuel.
 - Where applicable:
 - a 'one way hire' Charge (we will tell you of the cost at time of booking);
 - a Charge for exceeding any mileage cap or allowance as shown on the Agreement for each mile (or part of mile) over any mileage cap (**Excess Mileage Charge**);
 - a valeting Charge (up to £85) if it is necessary to return the Vehicle to the same condition it was in before the start of the Rental Period (including for smoking in the Vehicle).
 - All costs arising from any congestion or parking charges (or failure to pay them) or a breach of any parking restrictions or a road traffic offence or any other offence involving the Vehicle including costs from the Vehicle being clamped, seized or towed away and any charges/costs (or failure to pay them) of the relevant organisation (if and when it asks for these payments) plus the Administration Fee (for each charge we pay).
 - An Administration Fee if we have to pass your details to a third party under clause 10.5;
 - Unless any of the following Charges are covered by our Collision Damage Waiver or our Third Party Motor Insurance or any other Excess Reduction Products, the following:
 - the cost of repairing any damage caused to the Vehicle or any Accessories or which you cause to another party, their property, the vehicle they are in and all uninsured losses before the Vehicle is checked back in by us and a Damage Administration Fee;
 - damages for loss of use of the Vehicle however caused and whether or not you are responsible for such loss unless the loss is due to our fault or negligence or our breach of this Agreement;
 - the replacement cost of any Accessories which have been lost, stolen or are uneconomical to repair plus a Damage Administration Fee (whether or not you are responsible for such loss);
 - a fee of up to £500 (depending on the Vehicle) if the Vehicle's key is lost or damaged (whether or not you are at fault) plus the Administration Fee;
 - If the Vehicle is seized by any Government, authority or organisation whether in or outside the UK and whether or not you are at fault, you must pay for any damage caused to the Vehicle and/or Accessories, any penalties, fines, restoration/repair charges or any other Charges or Fees. You will also have to pay us for loss of use of the Vehicle while we cannot rent out the Vehicle.
 - You agree that at any time before, during or after the Rental Period any and all Charges, Fees, loss and/or damage incurred by us under this Agreement or related to your rental of the Vehicle can be offset against your deposit and, where there is no deposit or the deposit is insufficient, that we can apply such excess (ie the difference between the amount we are entitled to and any deposit) to the credit, debit or charge card presented by you before entering into this Agreement or we can issue an invoice to you for those sums that will be payable immediately.
 - We may (at our discretion) accept payment from your insurer but ultimate responsibility is with you.
 - If you have chosen to pay in a currency other than Pounds Sterling (£) then you agree to pay at the commercial exchange rate supplied to us by Monex Financial Services Limited plus the Administration Fee. This service is provided by us and you accept that a choice of currency was available and that our decision is final.
- Your Responsibilities**
 - You must inspect the Vehicle and Accessories for any pre-existing damage before signing the Agreement. If there is any, please tell us before you enter into the Agreement. Where pre-existing damage to the Vehicle and Accessories cannot be checked in advance you must notify any such damage to us within 1 hour of the start of the Rental Period if this is in daylight hours or by 10am the morning following your collection of the Vehicle if collected during hours of darkness. Notification of such damage should be made by phoning 0800 0280 999 and selecting option 4.
 - You must look after the Vehicle, keys and Accessories against loss and damage (however arising) throughout the Rental Period. If you do not do so, you will be responsible for all damage, loss and Charges plus the Damage Administration Fee.
 - You must ensure that only you or a Named Driver drives the Vehicle. You or any Named Driver must:
 - not be under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance that may impair driving ability;
 - immediately on request provide us and any law enforcement or Government body with full, accurate and up to date information relating to the Vehicle's use during the Rental Period;
 - use best endeavours to supply full details of any third party(ies) and third party vehicle(s) involved in any accident/incident with the Vehicle.
 - If (a) the Vehicle is subject to a mileage cap or allowance (which will be stated on the Agreement) (**"Mileage Cap"**) and (b) if you exceed the Mileage Cap, you agree to pay the Excess Mileage Charge.
 - You must not (nor allow anyone to) fit any roof or bike rack or any tow bar. If these are already fitted you must not (nor allow anyone to) modify them. You must not (nor allow anyone to) fit winter tyres 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.
 - You must not use nor allow the Vehicle to be used for the carriage of passengers for hire or reward; or for racing, pace-making, off-roading, reliability trials, speed testing, driving instruction, to propel tow another vehicle or trailer or breach of any legislation, order or regulation affecting the use, loading or condition of the Vehicle or for any illegal purpose at all.
 - You must not take the Vehicle (nor permit the Vehicle to be taken) outside mainland UK and Northern Ireland without first obtaining our express written consent. Where we give our consent you are responsible for ensuring the Vehicle has the correct equipment to comply with local driving regulations in the country you will be driving the Vehicle through or within. If modification of the Vehicle is required you must obtain our written consent and, if such consent is given, you will be responsible for any damage caused by such modification.

- You will not (nor will you allow anybody else to) smoke in the Vehicle. If we reasonably think that smoking has happened in the Vehicle, you must pay the valet Charge (see clause 3.1.6.3).
- You will not sell, rent or dispose of the Vehicle or any of its parts or Accessories.
- You will not attempt to nor give anyone any legal rights over the Vehicle.
- Subject to any fair wear and tear to the Vehicle (see the Guide to a Smooth Journey) you will return the Vehicle to us in the same condition it was in at the start of the Rental Period.
- Our Responsibilities**
 - If we are in breach of this Agreement we will not be responsible for any losses (including any loss of profits) which you suffer as a result except for losses which are a foreseeable consequence of our breach of this Agreement or our negligence.
 - We are not responsible for any property placed in the Vehicle which is there at your own risk. You must not leave any property in the Vehicle when you return it to us (you are responsible for checking the Vehicle). Any property left in the Vehicle which remains unclaimed 3 months after the end of the Rental Period will be disposed of.
- Vehicle Check & Replacement**
 - We reserve the right to exchange the Vehicle with a suitable replacement Vehicle at any time. You agree to contact us within 48 hours of receiving our notice reasonably requesting an exchange to arrange to make the Vehicle available as soon as possible. Failure to do so will result in you being responsible for paying an Unauthorised Extension Fee.
 - If we replace the Vehicle we will enter into a new agreement with you.
- Protection**
 - Optional Excess Reduction Products**

Please note that all of our Excess Reduction Products are optional. You do not have to take any of them under the terms of this Agreement.
 - Our Cover**
 - Subject to clause 7.3 (Your Insurance), the Rental Charge includes the cost of both Third Party Motor Insurance and Collision Damage Waiver cover. Unless you have purchased any of our other Excess Reduction Products you will be responsible to pay an amount up to the Collision Damage Waiver excess shown on the Agreement together with all relevant Charges and Fees each time the Vehicle is damaged or stolen during the Rental Period whether or not you were at fault.
 - Neither our cover nor any of our Excess Reduction Products protects you for loss or damage to the Vehicle and/or Accessories caused by driver abuse, negligence or breach of this Agreement. In these circumstances you must pay all of our losses and damages and you agree to pay all relevant Charges and a Damage Administration Fee for each incident.
 - You must comply with this Agreement so that our Third Party Motor Insurance and/or Collision Damage Waiver and/or other Excess Reduction Products (whichever apply) are not compromised. If you do not do so then responsibility for any loss or damage during the Rental Period may be declined by us and/or any provider of those products. If cover is declined, you must pay all of our losses and damages we incur or suffer as a result and you will pay all relevant Charges plus a Damage Administration Fee for each incident.
 - Your Insurance (where applicable)**
 - If you have purchased your own insurance then you are responsible for your insurance costs. Any excess on your policy is your responsibility.
 - The insurance cover you provide must be fully comprehensive without restriction or excess and for any liability for bodily injury or death or for loss or damage to property to a third party in accordance with the requirements of the Road Traffic Act 1988. Such insurance must be effective from the start of your Rental Period (when risk in the Vehicle transfers to you) until the earlier time of 8 Working Hours after the end of the Rental Period or the inspection and permanent return of the Vehicle and the key to us when risk in the Vehicle will pass back to us.
 - We reserve the right to ask for satisfactory proof of your insurance before we give a Vehicle to you. If you become aware of any changes in your insurance cover during the Rental Period you must tell us by writing to our insurance department at our address (shown on page 1 of this Agreement).
 - It is your responsibility to make sure that your own insurance complies with the requirements of this Agreement. You are responsible for all of our losses and damages we incur or suffer in the event that any insurance provided by you fails to be effective or satisfactory.
 - If you are resident in Canada or the USA and have purchased a rental product that excludes Collision Damage Waiver cover then only Third Party Motor Insurance will be included in the Rental Charge. You can purchase our Theft Waiver product (which provides cover for theft and damage to the Vehicle arising from the theft) and any of our Excess Reduction Products (details available on request) but if you do not do so and your own insurance does not provide complete cover then you will be responsible for and will pay the full cost to us of any loss of or damage to the Vehicle, all relevant Charges and a Damage Administration Fee for each incident.
 - Protection - General**
 - You will not request do all that is required by us or any provider of any other product you opt to take and allow your name and the name of any Named 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.
 - We will not (either on our own behalf or on behalf of any insurers) waive any rights under the Agreement or any applicable insurance policy unless we do so in writing (which must be signed by us or the insurer).
- Breakdown, Accident & Repair**
 - If a warning light appears or the Vehicle develops any fault during the Rental Period you or any Named Driver must call the telephone number stated on the reverse of the tax disc holder on the windscreen of the Vehicle for assistance. If there is an accident/incident you or any Named Driver must tell us immediately on 0800 0280 999. If you do not do so, or you continue to use the Vehicle, you are responsible for any damage caused to the Vehicle, all relevant Charges and a Damage Administration Fee for each incident.
 - Neither you nor anyone else is allowed to work on the Vehicle without our express consent. If we give our consent we will only refund you for the work upon receipt of a valid and lawful invoice.
 - If the Vehicle breaks down or is involved in an accident/incident during the Rental Period in mainland UK or Northern Ireland we will, as soon as possible, recover and repair the Vehicle so that it is rendered functional. 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 Rental Period. If, and only if, the breakdown or accident or incident is due to our negligence or willful default then we will not charge you for the cost of recovery and/or repair (if any).
 - If you or any Named Driver has an accident/incident you or any Named Driver must:
 - not admit or accept responsibility;
 - obtain the names and addresses of all involved, including witnesses;
 - make the Vehicle secure and tell the police straight away if anyone is injured, the road is blocked or if any property has been damaged;
 - tell us of the accident or incident on 0800 0280 999;
 - complete and return the accident report form provided with the Vehicle.
 - For further details please see the 'Guide to a Smooth Journey'.
- End of Rental Agreement**
 - We may immediately end the Agreement if we become aware or suspect that you have, or any Named Driver has, breached these terms and conditions.
 - If you are a consumer we will end the Agreement 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.
 - If you are a company we may end the Agreement 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.
 - At the end of the Rental Period (including if it is ended early) you must return the Vehicle and key to the Branch shown on the Agreement. If the Vehicle and key is to be collected by us 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 Rental Period without the imposition of any fines or congestion charges.
 - If this Agreement ends we will still have all of our rights under these terms and conditions including the right to claim any amounts which you owe to us.
 - If the Agreement is ended and the Vehicle is not returned within 2 Working Hours we can repossess the Vehicle. If we do so you must pay all of our costs for repossessing it. If we need to repossess the Vehicle you give us permission (and cannot withdraw it) to access your premises so long as we do not use unreasonable force or cause damage.
- Your Information**
 - We may use any information you have given us, including the details of any Named Driver, for the purposes of your rental to verify identity, collect payment, monitor fraud and deal with any issues before, during and after the Rental Period.
 - We will obtain information from third parties concerning you and/or any Named Driver to decide whether to rent a Vehicle to you. Before your rental starts we will check your identity and that of any Named Driver by carrying out an identity check. This identity check will leave an electronic note or 'footprint' on your record but WILL NOT affect your credit rating; it is not used as part of the credit vetting process and the information is not sold to third parties.
 - To maintain and protect the Vehicle and to prevent and detect crime we may use electronic devices to monitor the condition, performance and operation of the Vehicle and/or to track the Vehicle's movements. This information may be used both during and post-Rental Period.
 - We will keep a record of any breach of the Agreement, suspected fraud or accident history to help us with future decisions about you and/or any Named Driver.
 - We may give the personal details on the Agreement and details of your performance of obligations under this Agreement to credit reference agencies, DVLA, HM Revenue & Customs, the police, debt collectors (including solicitors) and any other relevant organisation. We may also give the personal details to the British Vehicle Rental & Leasing Association ("BVRLA"), who may pass the details on to any of its members to help such members decide whether they will accept you or any Named Driver as a customer.
 - Our data protection policy is available from: The Data Protection Officer at Europcar Group UK Limited, James House, 55 Welford Road, Leicester LE2 7AR.
 - If you have any comments about our service then please write to Customer Services at Europcar Group UK Limited James House, 55 Welford Road, Leicester, LE2 7AR or call 0371 384 0235* or email customerservicesuk@europcar.com. If you are unhappy with how we have dealt with your comment you can refer your comments to the Conciliation Service managed by the BVRLA (Website: www.bvrila.co.uk)
- General**
 - If you are a company or other organisation for which a credit account has been opened the Agreement 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.
 - This Agreement is governed by the laws of England and Wales and we both agree to be subject to the non-exclusive jurisdiction of the English and Welsh Courts.
 - If any provision of the Agreement is or becomes invalid or unenforceable the remaining provisions shall not be affected.
 - *Calls to 0371 numbers will be charged at the standard rate per minute from a BT landline; the cost from other networks and mobile phones may vary. Calls may be recorded for training and monitoring purposes.