



Terms and conditions of hire of  
Europcar Autovermietung GmbH



# TERMS AND CONDITIONS OF HIRE OF EUROPCAR AUTOVERMIETUNG GMBH

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# TERMS AND CONDITIONS OF HIRE OF EUROPCAR AUTOVERMIETUNG GMBH

## Preamble

Thank you for renting with Europcar!

Europcar Autovermietung GmbH (hereinafter referred as Europcar) is a German company with its registered office at Tangstedter Landstr. 81, 22415 Hamburg. It is registered at the registry court of Hamburg under the number 42081.

In accordance with the present general Terms and Conditions of Hire (T&Cs), Europcar will have the following obligations if a rental agreement is concluded:

- To rent a vehicle (a car or a van) to you (as defined in section 1 below) for the period of time that is specified in the rental agreement (the 'hire period') plus any accessories that you wish to rent which will also be indicated in the rental agreement.
- To provide certain mobility services included in your rental and offer you other services which are available at an extra cost.

The contractual relationship between you and Europcar is governed by the following documents:

- The rental agreement, including, if applicable, its specific conditions (the terms agreed with you at the time of the checkout or the first day of rental)
- The booking confirmation email (where you have pre-booked your rental online or offline)
- The Europcar Insurance and Protection Provisions
- The Recommended Tariffs Guide
- The present T&Cs which apply to all aforementioned documents

In case of a contradiction between the documents listed above, the terms of the first document will prevail over the subsequent documents.

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

The T&Cs will apply to you, the person who is paying for the rental and any associated costs (and you may also be a driver), as well as any (other) driver who is expressly indicated in the rental agreement and therefore being authorised to drive the vehicle.

The renter named in the rental agreement is liable for payment of sums due under the contract.

## 2) WHO MAY RENT AND WHO MAY DRIVE?

### a) Who may rent?

Any legal entity and physical person:

- who is legally capable of entering into an agreement with Europcar and is prepared to accept responsibility for the vehicle throughout the hire period; and
- who has the means that will be accepted by the relevant local Europcar company (see table below) to pay for the hire of the vehicle and any associated costs; Europcar prefers non-cash payments.

Payment method accepted by Europcar
Credit card
Girocard (electronic cash, 'EC-Karte') for passenger cars up to the Full Size category for a rental period of maximum four weeks and for passenger cars in the Premium and Luxury category for a rental period up to seven days and vans for a rental period of maximum four weeks
Cash for passenger cars of the categories Mini, Economy, Compact and Lower Middle Class and Middle Class and vans for a rental period of maximum four weeks
Vouchers

- Cheques are not an accepted payment method.

And

- who provides valid documents as indicated in the table below:

Documents required by Europcar
ID or passport
Driving license in Latin characters valid in Germany (European and/or international driving license or certified translation)
Proof of actual place of residence, no PO boxes, possibly with a utility bill (e.g. electricity bill)

Europcar has full discretion with regard to the decision to conclude a car rental contract with a customer or not.

## b) Who may drive? (The driver)

An authorised driver of a vehicle is any physical person who complies with all of the following requirements:

- The person is expressly mentioned and fully identified on the rental agreement; this is in principle the renter, and this may also be the person who is a registered additional driver.
- The person provides a valid driver license and a valid identification document.
- The person is in possession of a driver's licence for the requested period and meet the minimum-age requirements as follows:

for drivers of the vehicle category	<b>both requirements must be fulfilled</b>	
	minimum age driver	valid driving license for at least
Mini	18 years	1 year
Economy		
Economy Elite		
Compact		
Compact Elite		
Intermediate	21 years	3 years
Intermediate Elite		
Standard		
Standard Elite		
Fullsize		
Premium (incl. minibus of this category)	25 years	3 years
Luxury (incl. minibus of this category)		
Special (incl. minibus of this category)		
Selection		
Minibus	21 years	1 year
Truck Groups 0, 1, 2	18 years	
Truck Groups 3, 4, 5, 6	21 years	

- A special charge is made for drivers less than 23 years of age (Young Driver Fee). The minimum age cannot be overridden by booking an additional Young Driver Fee.
- The renter is obliged at the request of Europcar to provide the names and addresses of all drivers, unless these are already stated in the rental contract itself. The drivers are agents of the renter.
- If the vehicle will be driven by another person (additional driver), then an additional charge is made for each additional driver.

## c) Who may not drive the vehicle?

Neither person expressly mentioned/identified on the rental agreement is authorised to drive the vehicle. In addition, any person who cannot provide a valid identification document as indicated in the sections 2a and 2b.

If you allow an unauthorised person to drive the vehicle, then this is considered as a breach of the T&Cs, and you will be responsible for any consequences that may arise as a result, including the possibility of having to reimburse Europcar for damage caused by you and/or an unauthorised person.

In such circumstances, the unauthorised driver will not be covered by any insurance or protection products offered through Europcar. Only liability insurance (compulsory protection) will apply.

## 3) WHERE MAY I DRIVE THE VEHICLE (CONTRACTUAL TERRITORY)

The renter and the driver are not allowed to use the vehicle outside the contractual territory. The contractual territory is Europe with the exception of the countries mentioned below for the respective vehicle category.

Prohibited countries for all vehicle categories:

Albania, the Baltic Republics, Bulgaria, Greece, Iceland, Romania, Turkey, the successor states of Yugoslavia (except Slovenia and Croatia), Russian Federation, Malta and Cyprus.

Prohibited countries for vehicle categories Full Size and higher:

Great Britain, Ireland, Italy, Croatia, Poland, Slovakia, Slovenia, Czech Republic and Hungary.

Should you have questions, please contact Customer Relations on +49 (0)40 520 188 000.

Please be aware that you must comply with the laws – in particular the traffic road regulations and toll payment obligations – of the country where you drive the vehicle. You as renter and driver are liable for all claims resulting from vehicle owner liability during the rental time.

## 4) LIABILITY FOR GOODS TRANSPORTED WITH THE RENTAL VEHICLE

You are informed that Europcar does not cover the goods carried in the vehicles. Similarly, Europcar cannot be held liable for any loss of opportunity and intervening operating loss in the context of the execution of the lease.



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### 5) WHAT ARE MY OBLIGATIONS WITH REGARD TO THE VEHICLE?

- o You and/or any driver must return the vehicle and its keys, accessories and documentation to Europcar at the agreed place of return at the time and date specified in the rental agreement. Europcar allows a 59-minute grace period at the end of the rental. The vehicle has to be returned in the condition that Europcar provided it to you at the start of the hire period. If you do not return the vehicle as stipulated above, Europcar will take all necessary measures outlined in these terms and article 11 in particular (What procedures apply when returning the vehicle?).
  - o If you intend to drive the vehicle outside the contractual territory, you should ensure during checkout that the vehicle is properly equipped in accordance with local traffic rules for the country that you and/or the driver will drive in or through.
  - o You and/or the driver must drive the vehicle responsibly and in accordance with all applicable road traffic laws and regulations, and you should ensure you and/or any drivers are familiar with all relevant local driving regulations. You are liable for all charges, duties, tolls, fines and penalties associated with the use of the vehicle and claimed from Europcar to the extent that the renter is responsible for them.
  - o You and/or any driver must ensure that any luggage or goods transported in the vehicle are secured to the extent that they will not cause damage to the vehicle or pose a risk to any passengers. Please bear the current regulations with regard to load safety in mind.
  - o You and/or any driver must guard the vehicle with the utmost care and diligence, and in all circumstances, you shall make sure it is locked and protected using the provided anti-theft devices when parked or left unattended.
  - o You and/or any driver must never drive the vehicle whilst your ability to drive is impaired, in particular when you are ill or under the influence of alcohol or drugs.
  - o You and/or any driver will be provided with a vehicle which is ready to drive and checked and filled with all necessary operating materials. During the rental period, you and/or any driver should refill the vehicle with the appropriate type of operating materials (e.g. fuel, oil, windscreen fluid, coolants) if necessary. If unsuitable fuel should be added, unless you can demonstrate that the mistake is attributable to a third party, you will be responsible for any expenses incurred by the transfer of the vehicle and/or repair of the damage caused to it calculated according to the rules described in the section below (Damage to the vehicle). This does not apply if you can prove that use of the wrong fuel was the fault of a third party.
  - o Smoking is strictly forbidden in all vehicles. Europcar is entitled to claim a set compensation fee of €150 in each case of infringement by the renter or a third party appointed by the renter. The renter is entitled to demonstrate that the damage has not occurred or is considerably less than the amount of the set fee.
- o You and/or any driver may not use the vehicle or allow the vehicle to be used in the following ways:
    1. The vehicle may not be rehired, mortgaged, pawned, sold or used for bonding purposes; this applies not only to the vehicle, but also the rental agreement, keys, documentation, equipment, tools and/or any accessories.
    2. For carrying passengers for hire or payment (for instance, for car-sharing purposes), unless otherwise expressly agreed by Europcar.
    3. For carrying a number of passengers that exceeds that mentioned in the vehicle's registration certificate.
    4. For carrying inflammable and/or dangerous goods; toxic, harmful and/or radioactive products; or those that infringe upon current legal provisions (provided that such exclusion does not prohibit you from satisfying the needs of everyday life which do not infringe upon the applicable laws and whose transportation would correspond to normal use of the rented vehicle).
    5. For the transport of merchandise with a weight, quantity and/or volume in excess of what is authorised in the vehicle's Traffic Circulation Permit and/or Technical Inspection Sheet.
    6. For off-roading, racing (even if racing circuits are open to the public for tests and practice for so-called tourist use), reliability trials, speed testing or to take part in rallies, contests or trials, wherever they are located, official or not.
    7. For transporting live animals with the exception of pets and/or domestic animals in appropriate animal transport boxes. Necessary cleaning costs must be borne by the renter. Extraordinary cleaning costs are calculated on a time and materials basis and charged with a minimum set fee of €150. The renter is expressly entitled to demonstrate that no loss has occurred or the loss is considerably less than the set fee.
    8. To give driving lessons or for accompanied-driving purposes.
    9. To push or tow another vehicle or trailer (except where the vehicle you are renting is already fitted with a tow bar and when the maximum load complies with the applicable law).
    10. On gravel roads or roads whose surface, size or state of repair poses a risk to the vehicle, such as beaches, impassable roads, forest roads, mountains, or any roads that are not authorised and paved roads.
    11. To commit an intentional offence.
    12. For being transported on board any type of aircraft.



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13. Inside the no-traffic lanes of ports, airports, and/or aerodromes and/or areas analogous or of a similar nature to those listed above or that are not accessible to public traffic; the same applies to refineries and oil company premises or installations unless Europcar provides its express written authorisation. If Europcar gives its consent in accordance with the above, Europcar will inform you of the third-party insurance cover that may be applicable in this case and which will vary depending on the circumstances.

14. For the perpetration of customs offences or other criminal offences, even if these are only penalised under the law at the scene of the offence.

15. For any other use outside those deemed to be in accordance with the contract.

o During the rental, you must take all necessary protective measures to keep the vehicle in the same condition as that when you took possession of it. In particular, you and/or the driver are required to perform customary inspections as to the vehicle condition, such as oil and water levels or checking tyre pressure.

You can be held liable to Europcar for any detrimental consequence arising out of any infringement to the above-mentioned obligations. Please be aware that failing to fulfil the above-mentioned obligations may limit any right to compensation for the damage for which you could make a claim.

Likewise, in case of infringement to the above-mentioned obligations, Europcar reserves the right to demand immediate return of the vehicle and to charge damage compensation costs.

## 6) WHAT ARE THE MOBILITY SERVICES INCLUDED IF I ONLY RENT A VEHICLE?

The basic rental charge includes the following mobility services:

<b>Mobility services</b>
Automobile third-party liability
Collision Damage Waiver (CDW) with a deductible depending on the product or depending on different individual agreement
Partially comprehensive cover with a deductible depending on the product or depending on different individual agreement, including a Theft Waiver (TW)
Included mileage selected during the booking
Technical assistance for the vehicle in case of impairment of the vehicle not caused by the renter and/or driver (Emergency Management Service)

## 7) WHAT ARE THE OTHER MOBILITY SERVICES NOT INCLUDED IN MY RENTAL?

Europcar proposes several additional services as mentioned in the Recommended Tariff List (Annex 2).

## 8) WHAT IS INCLUDED IN THE PRICE YOU PAY?

The information you provide Europcar at the time of booking (such as the duration of the rental, your age or the age(s) of any additional driver(s)) will have an impact on the price you will pay. Any change to that information could therefore mean a change in the price. The price of your rental will be those in force at the time of booking or at the time you make any subsequent changes to the booking.

The price you will pay comprises the following costs:

- o The rental charge for the vehicle for the agreed rental period (this will include the standard mobility services above mentioned)
- o The rental period depending from the agreed tariffs calculated non divisible from the time of pickup of the vehicle
- o Any other mobility services you choose to add at an additional cost
- o VAT
- o Any additional fees that are linked to you and additional drivers personally (for example, Young Driver Fees for drivers younger than 23).

By contracting with Europcar, you expressly allow Europcar to charge your means of payment for any unpaid amount related to your rental. In this regard, your express consent will be given at the Europcar station when you will provide our agent with your means of payment before picking up the vehicle.

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

o **The deposit.** In addition to the rental price that you have prepaid during the booking or that you will pay at the time of pickup or at check-in, Europcar requires you to leave a deposit. If you are paying by credit card, the deposit takes the form of a bank pre-authorisation. If you are going to pay via Girocard (electronic cash, 'EC-Karte'), your bank account will be charged with the deposit amount. Besides this, you are also entitled to pay the deposit in cash for the allowed vehicle categories. If you have booked your vehicle by remote means of communication (website, mobile application or phone), the deposit amount is listed in the confirmation email that you received following your booking. In any case, the deposit amount will be quoted at the Europcar station.



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o The deposit amount is determined by various criteria (such as the category of vehicle you are renting from Europcar, the hire period and any other mobility services that you may order for at pickup time). Other characteristics of your booking may also have an effect on the deposit amount. Should you need any additional information regarding the deposit, please refer to the paragraph below (*Must I pay a deposit before picking up the vehicle?*).

o Europcar may also charge you for various charges and fees that Europcar will have to apply relating to incidents that may have occurred during the hire period and/or how you used the vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Recommended Tariff List (Annex 2) attached to your confirmation email and available from Europcar station and/or on the Europcar website.

Such charges and fees include without limitation:

o Administration fees of € 14,50 for handling fines or tolls. The renter is expressly entitled to demonstrate that no loss has occurred or the loss is considerably less than the set fee. Please note that such administration fees are payable in addition to the fine or toll to which it relates and you are fully liable to pay such fines or tolls. The payment of the trailer supplement is the sole responsibility of the renter of the truck or the keeper of the trailer as appropriate.

o Cleaning fees for a vehicle returned in an unacceptable and/or dirty state or having a bad odour. Extraordinary cleaning costs are calculated on a time and material basis and charged with a minimum set fee of €150. The renter is expressly entitled to demonstrate that no loss has occurred or the loss is considerably less than the set fee.

o Charges for lost or stolen keys.

o Damage management fee of €29.50 per claim.

o Any and all fuel used during the hire period including a refuelling service charge.

o The following additional specific fees and charges: (i) extra charges associated with the rental made at stations located in airports, rail stations or cruise terminals; (ii) the cost to return the vehicle to a Europcar station other than the one from which you picked it up; (iii) the extension of your rental; (iv) charges for additional mileage exceeding the contractual agreed included kilometres.

### 10) WHAT SHOULD I PAY ATTENTION TO WHEN PICKING UP THE VEHICLE?

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 document and that both you and the Europcar agent sign with regard to the change. This also applies for any apparent defects or damage to the booked accessories.

### 11) WHAT PROCEDURES APPLY WHEN RETURNING THE VEHICLE?

You should return the vehicle to the Europcar station at the latest on the date and at the time shown on the rental agreement.

#### a) Return of the vehicle during the Europcar station opening hours

You may return the vehicle to another Europcar station for the cost mentioned on the Recommended Tariff List (Annex 2) attached to your confirmation email if you did not make the reservation on-site. This document may also be consulted on-site at the stations and/or on Europcar website.

The hire period will end when you return the vehicle to the Europcar station and hand the vehicle keys and the registration documents to a Europcar agent or its representative.

Any return of the vehicle at a time earlier than the date and time mentioned on the rental agreement shall not give rise to any reimbursement.

When you do return the vehicle to Europcar, you must take the opportunity to inspect the vehicle together with the Europcar agent or its representative and countersign a vehicle restitution damage report.

On your request, Europcar shall give you a signed document where Europcar declares that the vehicle was returned to Europcar.

Europcar cannot be held liable for any property and/or objects you may have forgotten in the vehicle, unless you can prove that the property and/or objects went missing in the area of responsibility of Europcar.

#### b) Out-of-hours return service

Europcar recommends returning the vehicle during the normal opening hours of its stations. However, to meet the specific needs of some of its clients, Europcar offers an additional out-of-hours service at certain stations. You can find the Europcar stations with 24-hour service and stations with extended opening hours on our website [europcar.de](http://europcar.de).

If you opt for this out-of-hours service, Europcar is entitled to draw up a vehicle condition report without your presence and after you have dropped off the keys.

In particular, you are to declare any incident and/or damage that affects the conditions of the vehicle on the document that you can find in the vehicle documents folder in the glovebox of the vehicle.

Depending on the available systems and the information that you will have received from Europcar, this document must be left in the vehicle or returned with the keys in the drop-off box provided for that purpose.



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Please note that your rental agreement does not automatically end when you drop off the keys: the vehicle will remain in the parking space where you will have parked it until opening of the Europcar station, which will then proceed to inspect the vehicle and conclude your rental agreement. Therefore, Europcar reminds you that you must park the vehicle in the area provided for that purpose and in a manner so that the vehicle is not a danger to others or hamper traffic as stipulated by the Highway Code. The vehicle documents remain in the glovebox of the vehicle. Provided that the vehicle is inspected at a later stage – during opening hours of the station – Europcar recommends you to take photographs of the vehicle in order to have evidence of the date and state of return of the vehicle once it is parked and before you dropped off of the keys.

Once the inspection has been performed, Europcar will inform you should any damage have been discovered.

Europcar cannot be held liable for property and/or objects you may have forgotten in the vehicle, unless you can prove that the property and/or objects went missing in the area of responsibility of Europcar.

### **c) Return of the vehicle without your presence and during the Europcar station opening hours**

If you are unable and/or refuse to inspect the vehicle together with the Europcar agent or its representative, Europcar is authorised to inspect the vehicle itself without your presence and to register your refusal in the vehicle report.

The same procedure as the one described above will apply (see 11b).

### **d) Late return of the vehicle**

In the event that the vehicle is not returned on the date shown on the rental agreement, and if you have not informed Europcar immediately about the delay in its return, Europcar shall regard the vehicle as having been unlawfully appropriated and will be entitled to report this to the competent local authorities.

In such a case, Europcar will be entitled to charge you an additional day for each rental day at the rental tariff in effect, unless you can demonstrate that the vehicle is no longer at your disposal through no fault of your own or that the non-restitution of the vehicle resulted through no fault of your own. Europcar may assert a claim against you for all damage and losses suffered by Europcar and all the fines, tolls, penalties or sanctions that apply to the vehicle as a result of demands issued by public administrations for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence.

Europcar will also be entitled to start legal proceedings in order to claim the immediate return of the vehicle. In such case, protections and additional contractual services would have no effect.

## **12) DAMAGE TO THE VEHICLE**

In case of differences between the state of the vehicle as described upon checkout and the one identified upon return, you may pay the amount as defined below if you or the driver have caused the damage culpably.

### **a) Damages identified upon return of the vehicle and in your presence**

If some damage is identified upon return of the vehicle when the inspection made in your presence and in the presence of the Europcar agent or its representative, and if you acknowledge the damage by signing the statement of return of the vehicle, the following provisions apply depending on the extent of the damage:

o Light damage, minor insubstantial damage caused to the vehicle without altering its suitability for rental and that still permits its operation in accordance with the provisions of the Highway Code (such as, but not limited to, minor impacts to the windshield and missing parts) are charged according to the recommended Europcar damage price list (available at any Europcar station and on our website).

o Any other damage not included in the above-mentioned recommended price list and/or other, more serious damage (substantial damage impairing the delivery of the vehicle to the place of rental and requiring its temporary immobilisation for repair such as, but not limited to, damage to the car body) will be evaluated on basis of a cost estimation by an independent auto repair garage or on the basis of an expert report and charged accordingly.

If you contest damage and its invoicing by refusing to sign the statement of return of the vehicle, Europcar will apply the procedure described below (see article 12b).

### **b) Damage identified in the case of an out-of-hours return and not in your presence**

If damage is identified during the inspection of the vehicle by a Europcar agent or its representative without your presence, Europcar will send to you the following documents:

- Statement of return of the vehicle describing all damage identified.
- Pictures of any damage.
- An estimate (quote) of the costs of repair or an expert report that will vary depending of the nature of the damage (see above, article 12a, paragraph 2) and administration fees for the treatment of the damage and the vehicle immobilisation.

You will be able to challenge damage identified and their invoicing within 14 days after the documents have been sent (by email or regular post).

If you fail to challenge or cannot justify the damage within the above mentioned period of 14 days, Europcar reserves the





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right to invoice you the cost of repair identified if you or the driver have caused the damage culpably.

Europcar reserves the right to exclude the renter and/or driver from future contracts if they have caused an extraordinary number of damages.

### c) Common rules

Please note that depending upon the damage sustained by the vehicle and the type of protection you have subscribed to with Europcar (see the Europcar Insurance and Protections Provisions attached to your confirmation email or available from all Europcar stations and/or on Europcar's websites), you may or may not be charged for the full or for the partial amount of the cost of repair.

In any case, you will be able to challenge damage and their invoicing by acting pursuant to provisions of article 26.

### 13) WHAT IS EXPECTED OF ME REGARDING VEHICLE MAINTENANCE?

During your rental, you must take all necessary protective measures to keep the vehicle in the same condition as that when you took possession of it.

You should remain alert to any signal from the warning lights on the vehicle's dashboard and take any necessary protective actions according to the instruction manual. Should you have any doubts, please contact our Emergency Management Service at +49 (0)40 520 188 100.

Any modification to or mechanical interventions on the vehicle are forbidden without Europcar's prior written authorisation. Should this rule be breached, you must bear the duly justified costs of restoring the vehicle to the same state as when you took possession of it.

The renter may have repairs which are necessary in order to ensure the operating and road safety of the vehicle, and these may be carried out up to maximum €50 without further implications. Larger repairs may only be carried out with the agreement of Europcar. Europcar will bear repair costs if the relevant receipts are produced, unless the renter is liable for the damage (see 23).

You will be liable to Europcar for any detrimental consequence arising out of any infringement to the above-mentioned maintenance obligations.

### 14) WHAT SHOULD I DO IN CASE OF AN ACCIDENT, MECHANICAL BREAKDOWN OR THEFT OF THE VEHICLE?

In case of an accident or impairment to the vehicle's working order due to a technical defect which prevents you from continuing your travel and/or obliges you to stop the vehicle to prevent a breakdown, you are entitled to use the Emergency Management Service, which is included in the price of your rental.

The terms of the Emergency Management Service are set out in Annex 1 of the present T&Cs. In the mentioned cases, you should contact our Emergency Management Service on +49 (0)40 520 188 100.

You shall inform the police and Europcar immediately after any accident, fire, theft or damage caused by an animal or other incident. Claims by opposing parties may not be acknowledged. The renter shall, even if the damage is slight, produce a written report with a sketch without delay. The accident report must include the name and address of the persons involved, any witnesses and the registration numbers of the vehicles involved.

In case of theft of the vehicle, you shall provide Europcar with a copy of the report of theft filed with the local police authorities immediately along with the keys and official papers of the vehicle if those have not been stolen.

### 15) WHEN WILL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?

You will receive a final invoice once all elements of your rental have been settled and no earlier than the day after the vehicle return date.

You will pay or be charged the full amount in one or in several parts, or Europcar will make a direct debit via the agreed method of payment depending on the product and payment method.

o You may decide to prepay (prepayment of your booking made online, via our call centre or at the Europcar station) your rental which will include the daily rental charge of the vehicle and accessories for the hire period and for any additional mobility services. Your means of payment will be debited by the agreed amount. You will receive a booking reservation confirmation including the prepayment. In addition, the prepaid amount will be mentioned on the final invoice and deducted from the resulting total amount (still) to be paid.

o If you decide not to prepay your rental at booking time, the amount of the deposit plus the rental charges for the vehicle and any accessories, any additional services or drivers or protections you decide to take out before you take the vehicle away will be shown on the rental agreement that you will have to agree to and sign before picking up the vehicle. The final and total cost of your rental will be charged and invoiced at the time of return of the vehicle at the end of the rental period.

Any additional fees or charges will be charged when you return the vehicle (if they can be calculated at that time).

If you have incurred extra costs, such as fines, or caused damage to the vehicle identified without your presence, Europcar will charge you these costs and the applicable administration fees (damage management fees, fines administrative fees) at a later date when Europcar becomes aware of them.



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In this respect, you will have a fourteen (14) day period starting from the date the billing notification is sent (by email or regular post) to challenge and justify not being the person responsible of the fees. In case of no objection or justification from you within the aforementioned period, the amount of these fees will be charged.

You will receive your invoice in paper form.

If payment is by direct debit, a pre-notification of one day is agreed, which is fulfilled with the sending of the debit notification.

In addition, if the due date of the payment shown on the invoice has expired and if you do not pay after having received a written warning, you have to pay a default interest of 5% above the relevant base rate if you are a consumer. The default interest is 9% above the relevant base rate if you are a business customer. The renter can demonstrate that the actual loss due to default is less.

If the default of a renter makes the appointment of a debt collection agency necessary, then the renter has to bear the resulting costs if he was not evidently unable or unwilling to pay and has also not raised any other objections to the grounds for the claim.

If the invoice amount is not paid in due time, you have to pay the default interest in addition to the non-paid invoice amount.

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

#### a) Modifications

You can modify your prepaid booking free of charge, provided you let Europcar know **at least 24 hours before** the rental is due to start.

Please be aware that new rental prices may apply if you modify your booking.

Modifications of your booking can be done via Europcar website [europcar.de](http://europcar.de) using the login function (Anmelden). Alternatively, you can also call our call centre on +49 (0)40 520 188 000.

#### b) Cancellation

o If you have prepaid your booking:

o You can cancel your booking free of charge provided that you have given Europcar at least 24 hours' notice before the rental is due to start.

o If you cancel giving Europcar less than 24 hours' notice, the prepaid amount will be refunded less a late-cancellation fee of €50 net.

o If you have not cancelled and fail to come to the Europcar station to pick up the vehicle, the prepaid amount will be refunded less a no-show fee of €50 net.

For the purpose of this section, cancellation of the booking or failure to pick up the vehicle due to force majeure means that you are prevented or delayed by reason of war or other hostilities; civil unrest; an accident; lock-out; trade dispute; acts, embargoes or restraints of government; restriction to imports or exports; or any other cause or circumstance beyond your reasonable (direct or indirect) control.

o If you have not prepaid your booking:

o You may modify or cancel your booking free of charge up to the time of pickup.

o If you do not cancel your booking and fail to collect the vehicle at the time of pickup, a no-show fee of €50 will be charged.

### 17) WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?

In case you want to extend the hire period shown on your rental agreement, you should take the following steps:

o For any extension of less than 24 hours, call Europcar Customer Service on +49 (0)40 520 188 000.

o For any extension greater than 24 hours, you shall:

o Carry out a check of the vehicle together with a Europcar agent.

o Pay the rental as well as any additional charges.

o Sign a new rental agreement or an addendum to the initial rental agreement.

o Present a means of payment for the extension of the rental period.

If you don't comply with the above-mentioned conditions, the terms of the section 'What procedures apply when returning the vehicle?' above will apply.



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### 18) WHAT IS THE FUEL POLICY?

You must be aware that rules applicable to fuelling and refuelling depend on the country of rental and the type of rental product you have selected. Please carefully check the applicable rules for every rental you make.

All vehicles are supplied with a full tank of fuel. Please note that Europcar may require you to provide a proof of fuel purchase (receipt).

If you have not returned the vehicle with a full tank of fuel, you will be charged with the cost of the missing fuel including a refuelling charge. Please refer to the Recommended Tariff List attached to your confirmation email and available from Europcar stations and/or on the Europcar website.

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

When you pick up the vehicle, you have to pay a deposit. If you pay with a credit card, an authorisation is made for the deposit. If you pay the deposit via Girocard (electronic cash, 'EC-Karte') the amount for the deposit will be debited from your bank account. You can also pay the deposit in cash for certain vehicle categories approved by Europcar. The amount of the deposit takes into account the category of vehicle, the hire period of the rental and all the additional products and/or mobility services that you will have selected upon pickup of the vehicle.

The deposit is intended to cover additional rental costs.

The rule of calculation applied to determine the deposit amount is explained on the Europcar website in a dedicated section and may be clarified at the counter.

Its amount is specified in the rental agreement and in the confirmation email sent to you at the time of your booking.

If no additional rental costs are identified, then the deposit will be refunded at the end of the rental. The deposit will be refunded via bank transfer or cheque payment within eight business days.

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

If you are a foreign hirer holding a Visa or MasterCard credit card (with a base currency other than the euro), you can benefit from the currency conversion facility into the card's base currency when paying for your rental. The Europcar agent offering this facility to you will enter your reply into the system and the rental agreement will specify the option chosen. In that case, Europcar will take care of the currency conversion, using an exchange rate based on the Reuters index, with an exchange fee of 3.25%.

If you wish to change your mind, you can do so by making the appropriate declaration when returning the vehicle to the Europcar counter and will be forwarded your final invoice in euros.

If for any technical reason, Europcar was to be unable to provide this service or if you hold a VISA or MasterCard credit opted to pay in euros, then the conversion into the base currency of the card would be carried out according to the conditions of the your bank.

### 21) WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA?

Europcar may use any information you have given Europcar, 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 hire period.

Our data protection policy is available here: [Europcar Privacy Policy](#).

Europcar collects and processes data in order to provide you with vehicle rental services and for its own marketing purposes such as special promotions and loyalty programmes. You will be informed of any information that must be collected by Europcar whether at a station or via an asterisk online. The recipients of such data are Europcar station agencies and all Europcar Group franchisees.

Some of the recipients of the collected data may be located in countries where legislation concerning personal data does not provide a sufficient level of protection equivalent to the standards of German law. However, this transfer of data to a country with an insufficient level of protection is made only if you rent a vehicle in a country operated a Europcar Group franchisee located outside of the European Union. As it is required for the performance of your rental agreement, this transfer is authorised in accordance with the German Data Protection Law (Bundesdatenschutzgesetz).

Based on this, you have a right to access, correct and delete any data concerning you. You may assert this right by sending Europcar a letter to the following address: Europcar Autovermietung GmbH, z. Hd. der Datenschutz-beauftragten, Tangstedter Landstr. 81, 22415 Hamburg.

You are made aware of the existence of data processing aimed at preventing risk.

You are made aware that your personal data may be provided to the police authorities at their request in case of any traffic or road offence and/or any crime committed during your rental.

### 22) ARE VEHICLES EQUIPPED WITH TRACKING DEVICES?

Vehicles of the categories Premium "P" (e.g. Audi A6, BMW 5er), Luxury "L" (e.g. VW Touareg, MB E-Class), Special "X" (e.g. BMW 7 Series, Audi Q 7) and Selection can be equipped with technology that makes it possible to determine the vehicle's position. Europcar reserves the right to equip additional vehicle categories with a tracking device.

In the event you rent a vehicle that is equipped as such, you must separately give your prior written consent that Europcar



# TERMS AND CONDITIONS OF HIRE OF EUROPCAR AUTOVERMIETUNG GMBH

can collect, store and use the GPS coordinates and speed measurements.

### 23) WHAT IS MY LIABILITY IN CASE OF DAMAGE?

- a) The renter is liable for repair costs for accident damage, loss, theft or improper operation of the vehicle or impairment of contractual obligations according to clauses 2, 3, 5 and 14 of these conditions in case of a write-off for the replacement value of the vehicle less the residual value. The renter is also liable for any consequential damage, particularly reduced value, towing costs, fees for technical experts and a fee for administration costs. The renter is not liable if neither the renter nor the driver is responsible for the damage.
- b) If an exemption of liability is agreed against payment of an additional sum, then Europcar exempts the renter with regard to damage to the rental vehicle in accordance with the principles of vehicle damage (collision) insurance based on the relevant valid sample conditions of the AKB (general conditions for vehicle insurance in Germany) with subsequent deductible excess plus a set fee of €29.50. The liability exemption covers accident damage; that is, through a sudden external incident involving mechanical force; brake damage, operational damage and pure breakage do not count as accidental damage. The exemption of liability does not therefore cover damage which occurs due to improper treatment and/or operation, for example through incorrect gear changes, use of the wrong fuel or loaded goods. The deductible excess for each instance of damage depend on the vehicle category (for drivers younger than 23, the deductible is at least €1,200):

Vehicle category	Deductible excess
High-end to upper-mid range	€ 950
Upper-mid range and particularly valuable vehicles (e.g. Audi A4), luxury class vehicles (e.g. Audi A6) and minibuses (e.g. VW Sharan)	€ 1.150
Selection	Depending on vehicle category up to € 2.000
Vans, up to group 4	€ 750
Vans, group 5	€ 1.000
Vans, groups 6–7	€ 1.500

A list of the deductible excess applicable for the relevant vehicle is available at the place of conclusion of the contract. These deductible excesses only apply when no different individual agreement has been made.

- c) The exemption of liability does not release the renter from the contractual obligations under clauses 2, 3, 5 and 14 of these conditions. The renter is fully liable in case of intentional infringement of the contractual obligations, particularly for damage, which occurs due to an unauthorised driver (clause 2) or due to a forbidden use (clause 6). If the renter has intentionally fled the scene of an accident or infringed obligations under clause 14, the renter is also fully liable, unless the infringement has no effect on the assessment of the damage incident. In case of grossly negligent infringement of a contractual obligation, the renter is liable in the proportion of the extent of the fault of the renter. The renter is also fully liable for intentionally caused damage. If damage is caused through gross negligence, liability is in proportion to the fault of the renter.
- d) If cover for fire and theft is concluded, the renter is liable particularly for damage to glass, damage caused by game animals, fire and the elements with a deductible excess of €160 per claim plus a set fee of €29.50. The renter is expressly entitled, with regard to the set fee, to demonstrate that there has been no cost or the cost is considerably less than the set fee.
- e) In other cases, the statutory regulations apply.

### 24) LIMITATION

If an accident has been recorded by the police, compensation claims by Europcar against the renter will only be due after Europcar has had the opportunity to inspect the investigation file. The period of limitation begins at the latest six months after return of the vehicle. In case files are to be inspected, Europcar will notify the renter without delay of the date of inspecting the file.

### 25) LIABILITY OF EUROPCAR

Any liability of Europcar due to the infringement of their contractually regulated duties is restricted to cases of intentional or gross negligence, including the intentional or gross negligence of representatives and employees. Europcar is only liable in cases of slight negligence for injury to life, body or health, for infringement of essential contractual duties and for compulsory liability under the terms of the product liability law. In this case, liability is limited to the extent of compensation for typical contractual losses.

### 26) WHAT HAPPENS IN CASE OF A DISPUTE WITH REGARD TO MY RENTAL?

#### a) Applicable law

In case of a dispute between you and Europcar regarding your rental, German law is applicable.



## TERMS AND CONDITIONS OF HIRE OF EUROPCAR AUTOVERMIETUNG GMBH

### b) Customer Relations Service

Please contact the Customer Relations Service of the Europcar country where you made your reservation. This country may be different from the one which is renting the vehicle to you or from the country of your place of residence.

For bookings you have made via Europcar Germany, you can contact the Customer Relations Service at the following addresses and telephone:

Europcar Autovermietung GmbH  
Tangstedter Landstrasse 81  
22415 Hamburg

Telephone: +49 (0)40 520 188 000  
Internet: europcar.de

### c) Notifications

All notifications directed to you from Europcar pursuant to your rental agreement shall be sent to the addresses indicated in the latter, and which you and Europcar shall recognise as the elected domicile for all purposes. Any modifications must be communicated to the other party.

### d) Conciliation before ECRCS

You may file a claim before the *European Car Rental Conciliation Service (ECRCS)* (<http://www.ecrcs.eu>) if you are of the opinion that your interests have not been represented appropriately.

Europcar has subscribed to the scheme of ECRCS in order to enable its clients to resolve their complaints concerning cross-border vehicle rentals within Europe.

It should be noted that this conciliation service can only help with disputes involving a cross-border rental transaction occurring within the European Union. You must be a resident of the EU and the rental must have taken place in a different EU country. If your complaint concerns a non-cross-border rental, then ECRCS will not be able to look at your complaint.

### e) Jurisdiction for rentals made on a professional basis

In case both parties are businesspeople in the sense of the German HGB or if the party against which a claim has been made has no place of general jurisdiction in Germany, Hamburg is the applicable place of jurisdiction.

### f) Contractual documents

The binding documents between you and Europcar are, by order of priority, the following:

- The rental agreement and its specific conditions (the document signed by you at the moment of the checkout or the first day of rental)

- The confirmation email (where you have pre-booked your rental)
- The Europcar Insurance and Protection Provisions
- The Recommended Tariff List
- The present T&Cs which apply to all aforementioned documents

### 27) IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?

Europcar views itself as being obliged to the code of conduct for the car rental industry published by Leaseurope. You may obtain more details on the website [leaseurope.org](http://leaseurope.org).

### 28) WHO OWNS THE VEHICLES RENTED BY EUROPCAR AUTOVERMIETUNG GMBH?

The companies Securitifleet SAS, Securitifleet GmbH, Securitifleet SL and Securitifleet S.p.A own a substantial part of the fleet rented out by Europcar Autovermietung GmbH to its customers in accordance with these T&Cs and have granted a pledge over their vehicles in favour of, among others, Crédit Agricole Corporate and Investment Bank and its successors and assignees. For the purposes of these pledges, Europcar France SAS has been designated as a third-party holder in accordance with Article 2337 of the French Civil Code. As a result, if the company Securitifleet SAS, Securitifleet GmbH, Securitifleet SL or Securitifleet S.p.A is designated as owner of the leased vehicle on the registration certificate, a copy of which was given to you, any return of the vehicle by a customer of Europcar France SAS must be strictly made to Europcar France SAS in its capacity as third-party holder or, if the need arises, to any other entity that may replace Europcar France SAS in that capacity and under no circumstances to Securitifleet SAS, Securitifleet GmbH, Securitifleet SL or Securitifleet S.p.A. For further information, please contact the legal department of Europcar Autovermietung GmbH at the following address: Tangstedter Landstrasse 81, 22415 Hamburg.

**Version: February 2016**



## TERMS AND CONDITIONS OF HIRE OF EUROPCAR AUTOVERMIETUNG GMBH

### ANNEX 1

#### – EMERGENCY MANAGEMENT SERVICE TERMS AND CONDITIONS

For the duration of the hire period as agreed with Europcar, you have the benefit at no extra cost of our Emergency Management Service.

Europcar reserves the right to charge the renter with these costs in case the renter and/or the driver have prompted the use of this service without any reason or by themselves.

The Emergency Management Service comprises, amongst other benefits, the following:

##### **o Technical support for the rental vehicle**

- o Sending out a breakdown vehicle.
- o Arranging and paying for the costs of towing a vehicle which has not been involved in an accident or has broken down and cannot be repaired on the spot.
- o Locating a replacement vehicle within a radius of 50 kilometres if the vehicle cannot be repaired on the spot (NB: the rental agreement will continue to run until last day of the rental as originally agreed).
- o Transportation of the beneficiaries to the rental station where the replacement vehicle is to be made available.
- o If no replacement vehicle can be provided:
  - Either a hotel room with breakfast for one night.
  - Or transportation by taxi or train to the domicile or destination in Germany or to the point of departure from Germany for non-residents. This benefit is provided up to €150 for passenger vehicles and €120 for utility vehicles.

##### **o Exclusions**

###### **o Support for the rental vehicle**

- Any incidents or damage resulting from taking part in sporting events, rallies or any type of competition.
- Vans rented in Germany which have been taken abroad.

## ANNEX 2

### – RECOMMENDED TARIFF LIST 2016 – EUROPCAR GERMANY

Thank you for choosing Europcar.

“If you add any additional services that you did not already selected during your booking, please note that the price list may evolve between the booking date and the starting date of your rental. For all these additional services, only the applicable rates on the date you rental will apply.”

#### Equipment Tariffs 2016

Europcar				
Equipment Tariffs incl. VAT	Price per day	Price max.	Liability	Additional information
ADDITIONAL DRIVER	€ 8,00	€ 50,00		
AIR CUSHION FOIL	€ 6,00			to buy
BABY SEAT	€ 12,00	€ 60,00	€ 250,00	
BICYCLE RACK	€ 8,00	€ 40,00	€ 250,00	not available in all stations
CARRY BELT	€ 5,00			to buy
DIESEL GUARANTEED	€ 5,00	€ 70,00		
LUGGAGE RACK	€ 10,00	€ 60,00	€ 100,00	not available in all stations
NAVIGATION SYSTEM	€ 8,00	€ 60,00	€ 250,00	
PACKING CASE	€ 2,40			to buy
PROTECTIVE COVERING	€ 3,50			to buy
TROLLEY	€ 14,00	€ 42,00	€ 80,00	to rent
SNOW CHAINS	€ 15,00	€ 90,00	€ 300,00	
SNOW TYRES	€ 17,00	€ 125,00		weekend price: € 10,00 per day, max. € 84,00
TIE BELT	€ 3,50			to buy
TRAILER HITCH	€ 15,00	€ 165,00	€ 200,00	not available in all stations and for all categories
YOUNG DRIVER SURCHARGE	€ 10,00	€ 50,00		mandatory for Young Drivers (18-22 years)

ANNEX 2 – Services				
	Europcar			
Services Tariffs incl. VAT	Price per day	Price max.	Liability	Additional information
AFTER HOUR		€ 32,00		Rentals outside the opening hours at selected stations
DELIVERY / COLLECTION INTOWN		€ 20,00		incl. 20 kilometre, additional km: € 0,65
DELIVERY / COLLECTION OUTTOWN		€ 30,00		incl. 30 kilometre, additional km: € 0,65
ONE WAY RENTAL CARS		€ 27,00		one way in an other town in Germany
ONE WAY RENTAL CARS		€ 17,00		within a city from or to airport-railway-station
ONE WAY RENTAL VANS AND TRUCKS				price depends on check-in station
ONE WAY RENTAL TO ANOTHER COUNTRY				Return at station in another country, price depends on check-in station
REFUELLING COST incl. Service		Price per litre € 3,89		

ANNEX 2 – Costs				
	Europcar			
Costs	Price per day	Price max.	Liability	Additional information
FINES ADMINISTRATION FEE		€ 14,50		
HANDLING FEE DAMAGES		€ 29,50		
CLEANING COST		€ 150,00		
LOST/THEFT OF CAR KEY		€ 500,00		
NO SHOW FEE		€ 50,00		



<b>ANNEX 2 – Personal Accident Protection</b>	
<b>Tariffs incl. VAT</b>	
<b>Duration</b>	<b>Price per day</b>
1-6 days	€ 10,00
7 days	€ 8,57
8 days	€ 7,50
9 days	€ 6,67
10 days	€ 6,00
11 days	€ 5,45
12 days	€ 5,00
13 days	€ 4,62
14 days	€ 4,29
15 days	€ 4,00
16 days	€ 3,75
17 days	€ 3,53
18 days	€ 3,33
19 days	€ 3,16
20 days	€ 3,00
21 days	€ 2,86
22 days	€ 2,73
23 days	€ 2,61
24 days	€ 2,50
25 days	€ 2,40
26 days	€ 2,31
27 days	€ 2,22
>28 days	€ 2,14

<b>ANNEX 2 – Green compensation</b>				
Europcar				
<b>Tariffs incl. VAT</b>	<b>Price per day</b>	<b>Price max.</b>	<b>Liability</b>	<b>Additional information</b>
<b>ECOLOGY SURCHARGE</b>		<b>€ 0,50</b>		
Price in Euro and incl. VAT. If additional equipment is rented or bought at airports, train stations or cruise ship terminals, we currently charge a service fee of 23,5% of the total net rental, except fuel. Subject to change.				

