



# TERMS AND CONDITIONS OF HIRE

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***Europcar***

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Thank You for renting with Europcar !

Europcar France is a French “*Société par Action Simplifiée*” with capital of 10,880,000 Euros and its registered offices are located at: 13ter Boulevard Berthier – 75017 Paris. It is registered with the Paris register of Commercial Companies under the number 303 656 847.

In accordance with the present General Terms and Conditions of Hire (“**T&Cs**”), Europcar France and its participating franchisees (“**Europcar**”) will have the following obligations :

- rent a Vehicle (car, utility Vehicle or motorcycle) to You (as defined in section 1 below) for the period of time that is specified in the Rental Agreement (the “**Rental Period**”) plus any accessories that You wish to rent which will also be indicated in the Rental Agreement.
- 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 special terms and conditions (the document signed by You at the time of check-out or the first day of rental)
- the booking confirmation email (where You have pre-booked Your rental online)
- the Europcar General Insurance and Protection Terms and Conditions (“**Insurance and Protection T&Cs**”);
- the Recommended Tariffs Guide;
- these General T&C 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 second document and so forth.

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

The T&Cs will apply to You, i.e., the person designated in the Rental Agreement who pays said Agreement and/or is designated as the primary driver, as well as any (other) driver who is expressly indicated in the Rental Agreement and is therefore authorized to drive the Vehicle.

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

### a) Who can rent?

Any physical person :

- who is legally capable of entering into an agreement with Europcar and is prepared to accept responsibility for the Vehicle throughout the Rental Period; and
- who has the payment means that will be accepted by the relevant local Europcar company (see table below);

<b>Means of payment accepted by Europcar In France</b>	
<b>Accepted means of payment</b>	<ul style="list-style-type: none"> <li>- Cash - up to the maximum amount permitted by applicable law and depending on the category of the Vehicle rented</li> <li>- Checks - depending on the category of the Vehicle rented and subject to Europcar France obtaining a guarantee of check authenticity from an external provider. This transaction is performed at the Europcar Station Agency desk.</li> <li>- All debit or credit cards issued by the Visa networks (Electron Card: accepted only if the card presented is configured to accept pre-authorization), Mastercard, American Express, JCB and Discover.</li> <li>- Charge cards / Virtual credit cards - cards issued by Europcar for business customers (B2B), with whom Europcar has concluded a service agreement. Accepted Only provided that the available credit line is functioning properly.</li> <li>- Electron Card: this type of payment card is accepted only if pre-authorizations are allowed. If not, You must provide another means of payments among those listed in the section “Means of payment accepted by Europcar”</li> <li>- Purchasing card (Airplus, Amex)</li> <li>- Rental vouchers</li> </ul>
<b>Not accepted means of payment</b>	<ul style="list-style-type: none"> <li>- Prepaid cards, Maestro/Ecard, Vpay, gift cards</li> <li>- Payment cards bearing the words “DEBIT CARD” issued by a not accepted network (e.g. local network)</li> <li>- Payment cards bearing the words “CREDIT CARD” issued by a not accepted network</li> </ul>

The credit card (physical support) presented by the Client at the time of pick-up of the Vehicle must remain valid until the time of return of the Vehicle and at least 30 days after the end date of the rental agreement.

The payment card used for a prepayment must be presented at the counter on the day of departure of the rental.

- who provides valid identification documents as indicated in the table below.

<b>Documents required by Europcar</b>
Valid Identity Card or Passport (dematerialised identity cards are not accepted)
<p>- Valid driving licence* in Latin character issued for at least 12 months corresponding to the category of the rented vehicle.</p> <p>- International driving licence (valid for 3 years) or an official translation for driving licences issued outside the European Union and not in the Latin alphabet, accompanied by the national driving licence corresponding to the category of the rented vehicle.</p> <p>- Special cases : If you have been living in France for more than 1 year (except for people with student status), you will need to present a driving licence issued in France or in another EU country, as well as a passport or a European identity card.</p> <p>Driving licences issued in the People's Republic of China will be accepted if accompanied by an English translation produced by Europcar China. This document is only valid for rentals in France, Germany, Belgium, UK, Spain and Portugal (the international driving license is strongly recommended by the European authorities).</p>
Proof of residence – for all first rentals of a Europcar Vehicle. (Proof of address less than 3 months old is required mainly for security reasons in order to check that the address provided by the customer is correct).
Proof of membership of a company in the event of a request for a negotiated rate / Document justifying the application of a preferential rate or negotiated rate

\* Declarations of loss/theft (in case of a first rental or a re-creation of a customer ID), provisional driving licences or dematerialised driving licences are not accepted.

**b) Who can drive? (the “Driver”)**

An authorized Driver of a Vehicle will be any physical person who complies with all of the following requirements :

- is expressly mentioned and fully identified in the Rental ;
- provides a valid driver’s license\* and/or an identification document (national identity card or passport), readable and undamaged ;
- holds a valid driver’s license\* for a period that varies based on the category of Vehicle and the applicable law in the country of rental and/or the age of the driver;

Category of Vehicle	Minimum length for which the driver’s license must have been held in <b>France (as from the date obtained)</b>
<b>Mini</b>	1 year
<b>Economy and Economy Elite</b>	1 year
<b>Compact</b>	1 year
<b>Compact Elite and Fun</b>	3 years
<b>Sedan, MPV, SUV, 4x4, Minibus</b>	3 years

<b>Sedan and SUV Elite</b>		5 years
<b>Premium</b>	<b>Fun</b>	3 years
	<b>Prestige</b>	5, 7 or 10 years depending on the type of Vehicle
<b>Van and Truck vehicle</b>		1 year

A driver declared as Main Driver of a Vehicle may not hire another Vehicle for the same period, unless he declares an Additional Driver or meets the conditions mentioned in article 5.

\* Dematerialized driving licenses are not accepted.

### c) Who cannot drive the Vehicle?

A person who is not expressly mentioned or identified on the Rental Agreement, or who cannot provide a valid document as indicated in the sections 2 a) and 2 b), is not authorized to drive the Vehicle.

If You allow an unauthorized person to drive a Vehicle, then this is considered as a breach of T&Cs and You will be responsible for any consequences that may arise as a result including, but not limited to, damages caused by You and/or an unauthorized person.

If You allow an unauthorized person to drive the Vehicle, then this is considered as a breach of the and You will be responsible for any consequences that may arise as a result including the possibility of paying Europcar for the damage caused by you and/or an unauthorized person.

In such circumstances the unauthorized person will not be covered by any additional insurance or waivers offered through Europcar. Only liability insurance (compulsory protection) will apply.

## 3) WHERE CAN I DRIVE THE VEHICLE?

### • Van and Truck vehicle

You may drive a Van and Truck vehicle in Metropolitan France only (excluding Corsica and French overseas departments and territories).

If you wish to drive the Van and Truck vehicle in the following border countries (Spain, Italy, Andorra, Monaco, Switzerland, Germany, Luxembourg, Belgium, the Netherlands and Portugal, excluding the islands), you must take out Cross-Border Coverage, which will enable you to benefit from an Assistance Service within the limits of these border countries, provided that breakdowns are not excluded from the scope of this Service.

In the event of a breakdown or accident in one of the above-mentioned border countries, with Cross-Border Cover you benefit from assistance that exempts you from the towing and roadside assistance package.

The Foreign Assistance Service is set out in the General Terms and Conditions of Insurance and Protection, and is detailed in Appendix 1 of the General Terms and Conditions of Rental.

If you travel to one of these countries without first paying for Cross-Border Coverage, you are liable to the application of a penalty as indicated in the Recommended Tariffs Guide.

### • Car vehicle

You may drive a Car vehicle in France only (including Corsica and excluding French overseas departments and territories).

You may drive a Car Vehicle in the following countries, subject to subscribe the Cross-Border Coverage : Austria, Andorra, Belgium, Czech Republic, Croatia, Denmark, Finland, Germany, Greece, Ireland, Italy, Luxembourg, Monaco, Norway, Netherlands, Portugal, Spain (apart from islands and the Ceuta and Melilla enclaves), Slovenia, Sweden,

Switzerland and the UK (“**the Territory**”). For more details regarding driving in Countries not included in the Territory, please see the second paragraph of article 5 “*What are my obligations toward the Vehicle?*”.

With the Cross-Border Coverage, you can take advantage of an included Assistance Service abroad to help you out, within the authorized territories, as long as breakdowns are not excluded from the scope of this Service.

In the event of a breakdown or accident, customers travelling abroad with a car vehicle and who have taken out the Cross-Border Coverage will benefit from assistance that exempts them from the towing and roadside assistance charges.

The Foreign Assistance Service is set out in the General Terms and Conditions of Insurance and Protection, and detailed in Appendix 1 of the General Terms and Conditions of Rental.

If you travel to one of the authorized countries without first subscribing the Cross-Border Coverage, you will be subject to a penalty as indicated in the Recommended Tariffs Guide.

If You are going to one of the authorized countries (above mentioned) by any means of transport other than the road, please see the paragraph 12 of article 5 “*What are my obligations toward the Vehicle?*”.

In the case of electric vehicles, it will be Your responsibility to check that recharging devices are available and compatible in the countries in which You plan to travel.

Return of the passenger Vehicle in the UK and in Corsica is not authorized.

Travel in Italy is now limited for any vehicle not registered in Italy and driven by an Italian resident. If you meet these criteria and You do not comply with this restriction, You will be invoiced for the amount associated with confiscation of the Vehicle by the Italian authorities.

Please be aware that You must comply with road traffic regulations and toll payment obligations applicable in the Country where You drive the Vehicle.

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

You can rent either a Car vehicle or a Van and Truck vehicle and You must drive the **Vehicle** in accordance with its intended use as follows :

- the **Cars vehicles** are intended for the carriage of varying numbers of people (depending on the approval resulting on the vehicle registration certificate) and,
- the **Vans and Trucks vehicles** may be used for the carriage of goods up to the weight limit resulting from the Vehicle registration certificate.

You are informed that Europcar does not cover the goods carried in the Vehicles nor personal effects. Likewise, Europcar cannot be held liable for any loss of opportunity and intervening operating loss in the context of the execution of the lease.

#### 5) WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?

When renting a Europcar Vehicle, You and/or the Driver must comply with the following obligations :

- You and/or the Driver must return the Vehicle and its keys, accessories and documentation to Europcar at the return location mentioned in the Rental Agreement on the expiry time and date specified in said Agreement (the rental period is calculated per 24 hours non divisible from the time of pick-up of the Vehicle. Europcar allows a 29 minutes tolerance period at the end of the rental) and in the condition that Europcar provided it to You at the start of the Rental Period. If You do not return the Vehicle as stipulated here above, or if you abandon it outside any Europcar station, Europcar will take all necessary measures outlined in these T&Cs and in particular Article 11 (*What is the Vehicle return policy?*).
- Renting more than one vehicle : you may not hire more than two vehicles at a time, unless you have signed a business account with us and have been previously authorized to do this type of rental.



- If you wish to drive the Vehicle outside Mainland France, but within the limits of the authorized Territories (or border countries for Vans and Trucks vehicles), you must indicate this when you make your reservation or, at the latest, when you pick-up the Vehicle and subscribe the Cross-Border Coverage. Otherwise, you will expose yourself to the payment of a penalty. The amount of this penalty is indicated in the Recommended Tariff Guide.
- You and/or the Driver must never drive the Vehicle outside the authorized Territory. If You drive outside of the Territory, You will be subject to a fee of the amount indicated in the Recommended Rates guide. Please note that countries are not covered by insurance, namely, Albania, Montenegro, Russia and Ukraine, or Countries outside of Europe (including Turkey, Tunisia, Azerbaijan, the Islamic Republic of Iran and Israel).
- If You intend to drive the Vehicle outside of France, You must inform the Europcar agent and ensure together, during check-out, that the Vehicle has the proper equipment in accordance with the local traffic rules of the country that You and/or the Driver will drive in or cross.
- You and/or the Driver must reasonably drive the Vehicle in accordance with all applicable road traffic laws and regulations and You should ensure You and/or the Driver are familiar with all relevant local driving regulations.
- You and/or the Driver must, for the duration of the rental period, immediately pay the full Vehicle parking fee provided for in Article L 2333-87 of the French General Local Authorities Code.
- Once proof of immediate payment of the parking fee is issued in printed form, You and/or the Driver must ensure that it is placed at the front of the Vehicle, and that it is clearly legible from the outside.
- You and/or the Driver must immediately notify Europcar's customer relations department of any technical difficulties encountered when paying the fee and, where applicable, provide any document providing evidence that You were unable to pay the fee due to the aforementioned technical difficulties. This will allow Europcar to dispute, where applicable, any claims submitted to it to pay a post-parking fixed price.
- If the Vehicle parking fee is not paid immediately, or if payment is not made in full, and if You have not reported to Europcar any technical difficulties encountered preventing immediate payment of the fee, You will be liable to Europcar for any claims made to it for the Post-Parking Fixed Price(s) in addition to administration costs for managing the Post-Parking Fixed Price(s).
- You and/or the Driver must ensure that any luggage or goods transported in the Vehicle are adequately secured so as not to cause damage to the Vehicle or cause risk to any passengers.
- You and / or the Driver must guard the Vehicle with the utmost care and, in all circumstances, You shall make sure it is closed and protected by its anti-theft devices when parked or left unattended.
- You and/or the Driver must never drive the Vehicle while under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair either Yours and/or any other Driver's driving ability.
- You and/or the Driver must refill the Vehicle with the appropriate type of fuel. If unsuitable fuel is added, unless You 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 Article 12 "*Damage to the Vehicle*". As far as the Electric Vehicle is concerned, it must be recharged exclusively with the cables supplied by Europcar for this purpose and in strict compliance with the car manufacturer's recommendations.
- You and/or the Driver may not use the Vehicle nor allow the Vehicle to be used :
  - for re-renting, mortgaging, pawning, selling or in any way pledging not only the Vehicle or any part of the same but also the Rental Agreement, the keys, the documentation, the equipment, the tools and/or any of its accessories;
  - for carrying passengers for hire or any reward (for instance for car sharing purpose or chauffeur-driven passenger vehicle), without Europcar's prior written authorization. In the event of a breach of this obligation, Europcar reserves the right to charge You for fines in the sum of EUR 50 per day of rental (the amount is

- stipulated in the Recommended Tariffs Guide) as well as placing Your name on a watch list, which will prevent You from renting a Europcar Vehicle in the future;
- for carrying a number of persons in excess of that mentioned on the Vehicle's registration certificate;
  - for carrying inflammable and/or dangerous merchandise, toxic, harmful and/or radioactive products or those that infringe current legal provisions (provided that such exclusion does not prohibit You from transporting items of everyday life which do not infringe the applicable laws and whose transportation would correspond to a normal use of the rented Vehicle);
  - for the transport of merchandise with a weight, quantity and/or volume in excess of what is authorized in the Vehicle's Traffic Circulation Permit and/or Technical Inspection Sheet;
  - for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not;
  - for transporting live animals (with the exception of pets and/or domestic animals, subject to Europcar's express written authorization);
  - to give driving lessons, or accompanied driving ("*conduite accompagnée*");
  - to push or tow another vehicle or trailer (except where the Vehicle You are renting is already fitted with a tow-hook when the maximum load complies with the applicable law);
  - on gravel roads or roads which the surface, size or state of repair poses risks to the Vehicle, such as beaches, impassable roads, forest roads, mountains, etc. or any roads that are not authorized and paved roads, except special dispensation given in writing by Europcar;
  - to commit an intentional offence;
  - to be transported on board any type of boat, ship, train, truck or plane.  
Please note that You and Europcar remain liable for damage sustained by third parties when the Vehicle boards or disembarks from any type of boat, ship, train, truck or plane.  
However, You remain entirely liable for damage sustained during transport of the Vehicle when the vehicle is stationary in one of those means of transport (boat, ship, train, truck, plane ...). You may contact the carrier to obtain reimbursement for any damage;
  - Inside the no-traffic lanes of the ports, airports, and/or aerodromes and/or analogous or similar of a character not accessible to public traffic, or in refinery and oil company premises or installations without Europcar's express written authorization. If Europcar grants its consent to You 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.
- For business customers (B2B), please note that Europcar proposes an insurance protection with a limited warranty up to the excess amount indicated on your Rental Agreement. Nevertheless, we draw Your attention that if Europcar's Vehicle repair costs represent more than 10% of Europcar's turnover with the business customer, we reserve the right to terminate the rental agreement.

During the rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession. In particular, you and/or the Driver are required to perform customary inspections as to the Vehicle condition such as oil, water and AdBlue levels, and tire pressure.

In general, it is important to remember that when using the driving assistance devices present in certain Vehicles, it is Your responsibility to refer to the manufacturer's manual before any use in order to familiarise yourself with the instructions for use, as well as the restrictions and limitations for the use of such driving assistance devices. In any event, You must always remain vigilant and in control of your vehicle.

Similarly, the range in kilometers displayed on the dashboard is an estimate that may vary depending on Your driving style, the load carried, the road (major gradients) and the use of heating or air conditioning.

Vehicles and manuals are normally supplied in the language of the country of registration. For further information on the use of the vehicles, please contact Europcar staff or consult the user manuals available in the various languages on the Internet, in case the manufacturer's documentation is not available in paper format in different languages.



# GENERAL TERMS AND CONDITIONS OF HIRE

- **Rentals of 28 days and more**

**Specific offers :** the specific conditions governing the subscribed offer (for example myEuropcar, etc.) apply in addition to the General Terms and Conditions of Hire.

**Offers without specific conditions with payment by cheque or cash, or Premium Vehicles rental :** if the duration of your rental is 28 days or more, you must present the rented Vehicle at one of our rental station at least every 28 days, or at any time if we ask you to do so, so that we can verify the condition of the vehicle, carry out service checks and renew your Rental Agreement. However, we reserve the right not to renew the Rental Agreement, or to terminate it at any time by written notice, including by email, if it appears that You are not complying with these General Terms and Conditions of Hire.

**Offers without specific conditions with payment by credit card, or other means of payment proposed by Europcar to its professional clients :** if the rental period exceeds 28 days, You must present the rented Vehicle at one of our rental stations when requested, so that we can verify the condition of the Vehicle and carry out service checks. However, we reserve the right not to renew the rental agreement, or to terminate it at any time by written notice, including by email, if it appears that You are not complying with these General Terms and Conditions of Hire.

A period of five (5) business days will be granted as of the rental contract termination date and/or the presentation request made by Europcar to go to one of our Europcar stations. Beyond such period, a lum-sum penalty shall be applied, the amount of which is stipulated in the Recommended Tariffs Guide. In addition, any reminder fees.

You must return and exchange the rented Vehicle(s) upon request from Europcar when the Vehicles that you rented are included in a purchase agreement between Europcar and automobile manufacturers. To this effect, Europcar undertakes to inform You when the Vehicle(s) is rented that it is subject to a purchase agreement and that it must be returned during the term of your rental.

A period of five (5) business days will be granted as of the agreed return date during the term of your rental and/or the presentation request made by Europcar to return the Vehicle. Beyond such period, a lum-sum penalty shall be applied, the amount of which is stipulated in the Recommended Tariffs Guide. In addition, any reminder fees.

For **business customers (B2B)**, please note that Europcar proposes an insurance protection with a limited warranty up to the excess amount indicated on your Rental Agreement. Nevertheless, we draw Your attention to the fact that if Europcar's Vehicle repair costs represent more than 10% of Europcar's turnover with the business customer, we reserve the right to terminate the rental agreement.

For Van and Truck Vehicle rentals, Europcar also offers a service consisting of a monthly verification of the Vehicle by Europcar at the Client's offices or at the site where the vehicle is located. The amount of this service is stipulated in the Recommended Tariffs Guide-

If, during the monthly verifications which the Client is required to carry out when returning the Vehicle to one of the Europcar Stations, it appears that the Vehicle has suffered damage and/or deterioration as a result of non-compliant use, lack of care and attention, Europcar, due to the financial damage resulting from these breaches, will be entitled to review the commercial conditions granted to the client, or even to terminate the Contract in the event of disagreement with this new commercial proposal or repeated failures, which will have the consequence of requiring the immediate return of the vehicles.

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

Likewise, in case of infringement of the abovementioned obligations, Europcar reserves the right to demand immediate return of the Vehicle.

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

The basic rental charge includes the following mobility services :

<b>Mobility services</b>
Medical assistance



## GENERAL TERMS AND CONDITIONS OF HIRE

Technical assistance to the Vehicle in France
Automobile Third party liability
Damage Waiver capping your liability at the amount of the non-waivable Excess amount
Theft Waiver capping your liability at the amount of the non-waivable Excess amount
Limited Mileage selected during the booking
For consumers coming under the provisions of EU Directive 2011/83, specifically (PFI) Vehicle Registration Contribution is a tax for registering our Vehicles.

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

Europcar offers You several additional products and services as follows :

List of additional services / products
Baby seat
Additional driver
Young Driver (< 26 years)
One way (the right to return the Vehicle to a different station from the pick-up,)
Full tank prepayment
Prepayment for battery recharge electric vehicle
Refueling service (fuel indemnity)
Electricity recharging service charge
Diesel guarantee
Vehicle with automatic transmission warranty
Vehicle model chosen by the customer
Additional rental days
Insurance / other waivers
Pick up and return outside business hours
GPS
Winter Equipment : Loi Montagne ★
Straps and blankets kit
Other accessories (e.g., roof rack crossbars; hand-trolley)
Special vehicle cleaning
Dead battery (except traction batteries for electric vehicle)s
Lost/broken keys
Breakdown/Wrong fuel/electricity
Tire puncture
Delivery / Recovery Vehicle

Pick-up of the Vehicle in mountain resort
Pick-up or return of the Vehicle in a distant or seasonal transportation relay station
Pick-up of a utility Vehicle equal to or larger than 5m cubed in rental agencies located in Paris
For B2B customers, (PFI) Vehicle Registration Contribution is a tax for registering our Vehicles. PFI applies to any Vehicle rental in metropolitan France (invoiced for a maximum of 10 days for any 30-day period).

- ★ The Loi Montagne Law (Décret n° 2020-1264 du 16 octobre 2020) includes the obligation for the driver to have winter equipments (snow or winter tyres, or anti-slipping devices like chains or snow socks) in areas define by the Authorities, starting November 1st of each year, until the 31st of March of the following year. The driver of the vehicle must have at least one of these devices in some towns and cities, in the following 48 French Départements :

Ain (01), Allier (03), Alpes-de-Haute-Provence (04), Hautes-Alpes (05), Alpes-Maritimes (06), Ardèche (07), Ariège (09), Aude (11), Aveyron (12), Cantal (15), Corrèze (19), Corse-du-Sud (2A), Haute-Corse (2B), Côte-d'Or (21), Creuse (23), Doubs (25), Drôme (26), Gard (30), Haute-Garonne (31), Hérault (34), Isère (38), Jura (39), Loire (42), Haute-Loire (43), Lot (46), Lozère (48), Meurthe-et-Moselle (54), Moselle (57), Nièvre (58), Puy-de-Dôme (63), Pyrénées-Atlantiques (64), Hautes-Pyrénées (65), Pyrénées-Orientales (66), Bas-Rhin (67), Haut-Rhin (68), Rhône (69), Haute-Saône (70), Saône-et-Loire (71), Savoie (73), Haute-Savoie (74), Tarn (81), Tarn-et-Garonne (82), Var (83), Vaucluse (84), Haute-Vienne (87), Vosges (88), Yonne (89), Territoire de Belfort (90)

The driver controlled by the Authorities without this winter equipment incurs a 135 euros fine, and a possible immobilisation of the vehicle.

In the Departments in scope, Europcar proposes winter devices such as snow tyres, chains or snow socks, according availabilities (see the “Recommended Tariffs Guide”)

If snow socks are used due to meteorological conditions no additional fees will be applied to the customer. On the contrary, if snow socks are not returned to the station, the customer will be invoiced failure of winter equipment return (see the “Recommended Tariffs Guide”).

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

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

The price You pay comprises the following costs :

- The daily rental charge for the Vehicle for the agreed number of days (including the mobility services described in article 6 “*What are the mobility services if I rent a Vehicle only*” of the T&Cs;
- Any charges applicable to additional mileage (when it is possible to indicate at the time of booking the additional kilometers that will be made);
- Any other mobility service or additional accessories which you choose to add;
- The VAT (at the current rate at the time of billing);
- Any additional fee that affects You personally (e.g. if You are a young driver, etc.);
- The contribution to registration fees (for consumers)

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 station agency when you 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?

- **The Deposit.** In addition to the rental price (that You have prepaid during the booking or that You will pay at the pick-up time or at the check-in) Europcar requires You to leave with it some security for any additional charges that may arise during Your use of the Vehicle over the Rental Period (see below).  
If You booked your Vehicle remotely (on the web, through a mobile app or by phone), the security deposit is reiterated in the confirmation email sent to You following Your booking. In any event, You will be reminded of the amount at the agency. If You need further information about the security deposit, please refer to the paragraph *below* (*Article 19 "Do I have to pay a security deposit before taking the Vehicle?"*).
- **Additional charges and fees** include without limitation :
  - Administration fees for handling fines or tolls. 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
  - Cleaning fees for a Vehicle returned in an unacceptable and/or dirty state
  - Cross-Border Coverage costs within the limits of the authorized countries (border countries in the case of renting a Van and Truck vehicle)
  - Charges for lost or stolen keys
  - The cost of not returning the accessories and documents provided in the Vehicle (such as warning triangle, fluorescent safety vests, operating instructions, etc.) and/or the accessories that You have chosen to add (such as car seat, GPS, recharging cable to a household socket, etc.).
  - **"Damage"** to the Vehicle (any physical damage to the Vehicle or vandalism apart from glass breakage or puncture) and / or **"Theft of the Vehicle"** (theft of the Vehicle itself or of accessories and / or attempted theft of the Vehicle or any accessories). Your liability for this can be limited according to the type of protection You have elected to take out (please refer to the Europcar Insurance and Protection Conditions attached to Your confirmation email or available from Europcar agencies and/or on the Europcar website)
  - Damage management fees
  - Vehicle loss-of-use costs in the event of Damage
  - All and any fuel used during the Rental Period and a potential refuelling service charge. When renting an electric vehicle, an electricity recharging service charge may be charged.
  - Additional mileage over and above the mileage that is included in the rental charge (if any) [not applicable for unlimited mileage rental]
  - The following additional specific fees and charges (i) extra charges linked to the rental made in stations located in airports or rail stations; (ii) the cost to return the Vehicle to a Europcar agency other than the one from which You picked it up; (iii) the extension of Your rental.
  - Administration fees in the event of late return without having notified the return agency.
  - Environmental contribution
  - Early return of the Vehicle.
- Europcar may also charge You for various charges and fees that Europcar may apply in the case of incidents that may have occurred during the Rental Period and/or how You used the Vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Recommended Tariffs Guide attached to Your confirmation email (if a rental reservation is made online) and available from any Europcar agency and/or on the Europcar website.
- **Post-parking charges, tolls and traffic violations**

### Financial liability :

The Renter or any additional driver undertakes to comply in all circumstances with the French Highway Code and more generally with the regulations in force when driving and using the rented vehicle for which he/she is responsible by virtue of these Conditions and the Rental Agreement.

The renter or any additional driver is personally responsible for the payment of all fees, taxes and sums due under the regulations relating to tolls and parking of the rented vehicle.

The Renter shall be personally responsible for the payment of all fines and fees relating to the driving and use of the rented vehicle as well as for all penal, administrative and pecuniary consequences that may result from the failure to

comply with any applicable regulations (in particular parking regulations) concerning the rented vehicle during the rental period, until the keys of the rented vehicle are recovered by the agency.

In cases where Europcar France is required to pay fines and fees due by the Renter or any additional driver according to the preceding paragraph, the Renter expressly authorises Europcar France to deduct the amount corresponding to the amount of the fine or fee and, if applicable, the surcharges due as a result of the non-payment of such fines or fees by the Renter or any additional driver.

For each fine or charge due by the Renter or any additional driver and received or notified and processed by Europcar France, the Renter or any additional driver shall be liable to Europcar France for an administration fee, the amount of which is displayed in each branch and mentioned in Europcar France's tariff conditions.

For each fine or charge due by the Renter or any additional driver and received or notified and processed by Europcar France, the Renter or any additional driver shall be liable to Europcar France for an administration fee, the amount of which is displayed in each branch and mentioned in Europcar France's tariff conditions.

By accepting the Rental Agreement, the Renter authorises Europcar France to debit his payment card for the amounts corresponding to such fines, fees and administration costs or, where such debit is not possible, the Renter undertakes to pay the corresponding invoice.

### **Contesting Post-Parking Fees (FPS)**

According to the provisions of Article L.2333-87 of the French General Code of Local Authorities, the holder of the registration certificate is liable for the payment of parking fees. Europcar France must therefore pay the parking fees on behalf of the lessee. In this case, the amount of the fee and the management costs are deducted from the Renter's payment card or, when this is not possible, invoiced to the Renter who undertakes to pay them.

Europcar France undertakes to inform the Renter of any parking fee notified to him in relation to the rental period, sending him a copy of the corresponding notice to enable the Renter, if necessary, to file an administrative appeal. If the Renter intends to contest the validity of the charge, Europcar France shall, upon request, provide the Renter with the information and documents necessary to contest the charge before the competent authorities.

The Renter expressly acknowledges that his decision to contest the charge shall not prevent Europcar France from deducting a sum corresponding to the amount of the charge and the management costs as soon as he is notified of the charge.

### **Designation of the Renter and transmission of his details in the event of a breach of the Highway Code to the French authorities and highway company operators.**

Europcar France shall, by law, be liable to pay any fine relating to traffic offences recorded without intercepting the vehicle, unless it provides the authorities with information enabling the renter or any additional driver responsible for the said offences to be identified. The renter is hereby informed that Europcar France will be required to designate him/her to the authorities and motorway company operators (\*) in accordance with the provisions of Articles L. 121-2, L. 121-3 and L. 121-6 of the French Highway Code.

(\*) Particular attention will be required on the part of the Renter when traveling on motorways equipped with tolls without barrier. He must ensure that he has paid the toll fee within 3 days following the passage of this barrier-free toll. After this period, the motorway operator will issue a statement of non-payment by a sworn agent which will result in a payment notice being sent directly to Europcar France, which will then process the payment according to the aforementioned terms. In this case, the Renter will be liable for the toll charge, the fine applied by the Government and the processing fees applied by Europcar.

In order to do so, Europcar France will transmit to its service provider SAFO, which assists it in the management of fines, data concerning the identity of the renter or any additional driver as well as the following information: surname, first name, date and place of birth, address, driver's licence number and date and authority of issue.

Europcar France, through the intermediary of its Fines Department, will also provide the competent authorities with a copy of the rental agreement or any other element that evidences the rental of the vehicle to the renter or any additional driver in order to enable his/her identification.

The renter is hereby informed that in this context, information may be communicated to the police authorities by Europcar France. The renter must ensure that the information concerning his personal details is up to date at the time the Rental agreement is drawn up and undertakes, where applicable, to update such information.

## **Contesting fines issued by the competent authorities**

In application of the provisions of articles 529-2 and 529-5 of the Code of Criminal Procedure, the renter or any additional designated driver will have the possibility, upon receipt of the ticket, to approach the competent authorities to contest the reality of the offence which is imputed to him.

In order to contest, the renter or any additional driver will follow the procedure provided by the prosecuting authority.

Europcar France informs its renters that the issuing and sending of fines is not its responsibility but that of the competent authorities.

## **Designation of the renter and transmission of his details in the event of a traffic offence to the foreign authorities.**

Europcar France shall, in accordance with the regulations in force, be liable to pay any fine relating to traffic offences recorded abroad without intercepting the vehicle, unless it provides the foreign authorities with information enabling the renter or any additional driver responsible for the said offences to be identified. The renter is hereby informed that Europcar France will be required to designate him/her to the foreign authorities in accordance with the framework set forth in European Directive (EU) 2015/413 and the provisions of Article L. 330-2 of the French Highway Code.

In order to do so, Europcar France will transmit, through its service provider SAFO which assists it in the management of fines, data concerning the identity of the renter or any additional driver as well as the following information: surname, first name, date and place of birth, address, driving licence number and date and authority of issue.

Europcar France, through the intermediary of its Fines Department, shall also provide the competent authorities with a copy of the Rental agreement or any other elements evidencing the rental of the vehicle to the renter or any additional driver in order to enable the renter to be identified.

The renter is hereby informed that, in the context of information that may be communicated to the authorities by Europcar France, he/she must ensure that the information concerning his/her personal details is up to date at the time the Rental agreement is drawn up and undertakes, if necessary, to update such information. **Contesting fines issued by foreign authorities**

According to the framework set by the European Directive (EU) 2015/413, the renter or any designated additional driver will have the possibility to approach the competent foreign authorities to contest the reality of the offence attributed to him/her.

In order to contest, the renter or any additional driver will follow the procedure provided by the foreign authority prosecuting him.

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

The payment card used for your booking online must be presented at the station agency at the pick-up time. The surname and first name of the cardholder should be the same as the surname and first name of the driver as defined in Article 2 b) *Who can drive the Vehicle*.

If You benefit from a discounted rate, You should automatically provide proof of this at the station agency. In the absence of proof, Europcar cannot guarantee the application of the discount to Your booking.

When You pick up the Vehicle from Europcar You will be asked to sign, among other things, a section of the Rental Agreement that describes the Vehicle's condition at that particular time.

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 the change made to this section.



For tourism vehicles only, where it isn't possible to check pre-existing damage to the Vehicle and any Accessories at the time of pick-up, a grace period allows You to notify the pick-up station of any such damage :

- If the vehicle is picked-up before 8:00 pm : You must notify the pick-up agency of any such damage within 2 hours of the start of the Hire Period.
- If the vehicle is picked-up after 8pm : You must notify the pick-up agency of any such damage before 10am the next morning.

In compliance with the above conditions and outside the opening hours of the agencies, you must report this damage by email, [signalement.dommage@europcar.com](mailto:signalement.dommage@europcar.com), specifying your contact details, vehicle registration, the number of your rental agreement, the description of the damage(s) and attach photographs of the damage(s)

Failure to request the above mentioned notice for this additional apparent defect or Damage, Europcar is entitled to assume that You have accepted the Vehicle in the condition set out on the Rental Agreement and to charge You for any new Damage that could be noted by You and the Europcar agent when the Vehicle is inspected at the time of its return.

## 11) WHAT PROCEDURES ARE BEING APPLIED WHEN RETURNING THE VEHICLE?

### a) Return of the Vehicle during business hours of Europcar's agency

You should return the Vehicle to the Europcar agency, at the latest, on the date and time shown on the Rental Agreement. You may return the Vehicle to another Europcar agency (exception of our electric vehicles) for the cost indicated in the quotation sent to you.

Any unauthorized return of the Vehicle to another Europcar agency ("One way") may lead to your being billed for invoiced in the form of additional fees. For more information as to the amounts billed please see the Recommended Tariffs Guide attached to your confirmation email if you have made a reservation online which can be consulted in the agency and/or on the Europcar website.

The Rental Period will end when You return the Vehicle to the Europcar agency and hand the Vehicle keys and the registration documents to a Europcar agent or its representative.

Any return of the Vehicle prior to the date and time mentioned on the Rental Agreement shall not give rise to any reimbursement.

When You 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 return report.

Europcar cannot be held liable for any property and/or objects You may have forgotten in the Vehicle.

### ● Charge for early return of Vehicles

For prepaid reservations, no refund will be made in case of the early return of the Vehicle.

Regardless of the booking channel (reservation made online or directly at the station agency), Europcar may charge You a fee in the event of an early return of the Vehicle, i.e. the restitution of the vehicle before the end of the rental term.

The exact amount of this fee is stipulated in the Europcar Recommended Tariffs Guide.

Such charges correspond to the cost to Europcar due to the fact that we are not able to rent the Vehicle to another person during the remaining period of your commitment to Europcar.

### b) "Out-of-hours" return Service

Europcar recommends returning the Vehicle during the opening hours of its agencies. However, to meet the specific needs of some customers, Europcar offers, in certain agencies, an additional "out-of-hours" service.

If You opt for this "out-of-hours" service, You accept that the Vehicle condition report may be drawn-up by the Europcar agent or its representative without Your presence and after drop off of the keys.

In agencies offering “out-of-hours” return services, the above-described procedure (see point 11)-a) above) was adapted to enable these agencies to offer this service in the best possible conditions.

In particular, You have to declare any incident and/or Damage that affects the condition of the Vehicle on the document that was given to You for this purpose when You picked up the Vehicle.

Depending on the available systems and the information You have received from Europcar, this document must be left in the Vehicle or returned with the keys in the “keys drop-box” provided for this purpose.

Please note that your Rental Agreement does not automatically end when You drop off the keys and that the Vehicle will remain in the parking space where You parked it until opening of the Europcar agency that will inspect the Vehicle and close out your Rental Agreement. Therefore, Europcar reminds you that you must park the Vehicle in a space provided for that purpose and in a manner so that the Vehicle is not a danger to others or hamper traffic as recommended by the Highway Code. You must also leave the Vehicle registration papers in the glove box.

Providing that the Vehicle is inspected at a later stage – during opening hours of the agency – Europcar recommends that You take photographs of the Vehicle in order to retain evidence of its condition once it is parked and before the drop off of the keys. Please be aware that such photographs must clearly show the date and the time in order to be evaluated by Europcar.

Europcar cannot be held liable for any property and/or objects You may have forgotten in the Vehicle.

### **c) Return of the Vehicle during opening hours of Europcar’s agency with an inspection in your absence.**

If you are unable and/or refuse to inspect the Vehicle together with the Europcar agent or its representative, Europcar is authorized to inspect the Vehicle without your presence and to register your inability or refusal to take part in a mutual inspection.

The same Procedure as the one described above will apply (See 11°-b)).

### **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 a period of 24 hours elapses during which You have not provided any news regarding the delay in its return, Europcar shall regard the Vehicle as having been unlawfully appropriated and will be entitled to file a complaint with the competent local authorities.

In such case Europcar will be entitled to :

- charge You an additional day for each rental day at the rental tariff in effect, plus a fixed fee of EUR 50 net per day during which the Vehicle is kept beyond the rental period, unless You can demonstrate that You no longer have the Vehicle at Your disposal through no fault of your own or that the non-return of the Vehicle resulted through no fault of Your own.
- claim from You compensation for all Damage and losses suffered by Europcar, and the fines, tolls, penalties or sanctions owed with respect to the Vehicle as a result of demands issued to it by public administrations for the purpose of identifying the perpetrator or clarifying the circumstances relating to a breach or criminal offence. Bill You for the administration fees if the Vehicle is returned late.
- Europcar may also start legal proceedings in order to claim the immediate return of the Vehicle. Please note that, in such case, protections and additional contractual services have no effect.

### **e) Use of applications and multimedia features accessible in the Vehicle**

When You rent a Vehicle, Europcar may collect and process personal data concerning You and the designated Driver(s) (see section 21 below).

Depending on the Vehicle rented, the manufacturer may offer multimedia applications and/or functions accessible from the Vehicle's dashboard (e.g. diary, video and audio streaming applications, entertainment, messaging, etc.) and may also allow you to download your own applications and/or content.

When You choose to use these applications or functions, You are free to determine what information You wish to share via these applications. You are also solely responsible for resetting them before returning the Vehicle. In this respect, You are notably required to:

- disconnect Your accounts from the multimedia applications and features offered in the Vehicle;
- end Your sessions on these applications and features offered in the Vehicle;
- delete and purge all personal data concerning You from these applications and functionalities, including the dashboard, before returning the Vehicle.

Europcar accepts no responsibility if You fail to do this and cannot be held responsible for any subsequent use of Your accounts and/or access to Your data by third parties via these applications or features during a subsequent rental of the Vehicle.

For more information on the conditions under which multimedia applications and functionalities can be reset and Your data deleted, please consult the Vehicle manual available from the dashboard or the manufacturer's website. Europcar strongly advises You not to use these applications and/or functionalities if You are unable to delete all the information concerning You.

## **f) Abandonment of vehicle**

If the Vehicle has been abandoned, that is to say it has been left outside a Europcar Agency (parking, city parking, roadside, motorway service area, etc.), thereby requiring Europcar to put in place a system allowing it to recover the Vehicle, You remain fully responsible for any damage that the Vehicle may suffer until its return to a Europcar agency, for any fines and will be charged a penalty, the amount of which is indicated in the Recommended Tariffs Guide.

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

In the event of differences between the condition of the Vehicle as described when picking it up and that identified upon return, You may have to pay the amount as defined in the rules below).

On a trial basis, some rental Agencies will be equipped with gantries that scan the vehicle and take photographs of the condition of the vehicle and bodywork as it leaves the Europcar parking. These photographs, taken in such a way as not to identify the driver or passengers, will be time-stamped and stored by the service provider operating these gantries. When the vehicle returns and passes through one of these gantries, a comparison will be made automatically between the photos taken on departure and those taken on return, in order to identify any damage automatically.

During this trial period, damage checks will be carried out systematically by an agent in addition to the automatic damage detection devices.

In the agencies equipped with this system, customers will therefore be able to benefit from images enabling automatic identification of damage, in addition to the reports made by agents at the station.

### **a) Damage identified upon return of the Vehicle and in Your presence**

If Damage is identified upon the return of the Vehicle when the inspection is made, in Your presence and in the presence of the Europcar agent or its representative, and if You acknowledge said damage by signing the statement of return of the Vehicle, Europcar will give You an assessment of repair costs that may be charged to You.

Repair costs vary depending on whether or not it is classified as Light Damage :

- Light Damage (minor damage caused to the Vehicle without altering its rental and capable of being driven in accordance with the rules of the Highway Code such as: light impact on windshield) is charged, in addition to Damage administration fees, according to the Light damage charges schedule and Vehicle loss-of-use costs.
- Any other Damage not included in the Light damage charges schedule mentioned above and / or any other serious Damage (i.e., significant Damage altering the Vehicle's rental and requiring its temporary loss-of-use for repair such as: damage to bodywork), will be evaluated by an independent expert and charged according to the expert's report or a cost estimation made with an independent auto-repair garage. Damage administration fees, in line

with the Recommended Tariffs Guide, and Vehicle loss-of-use costs, will also be added to the amount of serious Damage assessed.

- Damage involving third parties: any damage resulting from an accident with a third party will be charged to you only if your liability is incurred and confirmed by our Insurance Company.

You will be invoiced for the cost of repairs — within the limits of the excess amount — and for administrative fees for processing damages, for all vehicles used throughout the rental period. The excess amount will be applied to each item of damage produced to one single vehicle under the same rental contract, following distinct events, a collision of the attempted theft of the same, or upon loss of the vehicle should it be beyond repair or should it prove impossible for us to recover the vehicle following theft.

If You challenge the Damage and the invoicing thereof by refusing to sign the statement of return of the Vehicle, Europcar will apply the procedure described in Article 12)-e) below.

## **b) Damage identified in Your absence**

If Damage is identified during the inspection of the Vehicle by a Europcar Agent or its representative in Your absence, Europcar will send to You the following documents :

- o statement of return of the Vehicle describing all Damages identified
- o pictures of said Damages
- o An estimate (quote) of the costs of repair of said Damages that will vary depending of the nature of the Damage (see above, article 12)-a) paragraph 2) and administration fees for the treatment of the Damages and the Vehicle loss-of-use.

You will be able to challenge Damage identified and the invoicing thereof within fourteen (14) days after the sending (by e-mail or regular letter) of said documents.

If You fail to challenge or provide supporting documents within the above-mentioned period of fourteen (14) days, Europcar reserves the right to invoice You the cost of the repairs identified.

Europcar also gives You the opportunity to obtain a second expert opinion, at Your own expense. The automobile expert must be selected from the independent experts' association, which you will find at the following link : <http://www.securite-routiere.gouv.fr/connaitre-les-regles/le-vehicule/la-liste-nationale-des-experts-automobile>.

You will be invoiced for the cost of repairs — within the limits of the excess amount — and for administrative fees for processing damages, for all vehicles used throughout the rental period. The excess amount will be applied to each item of damage produced to one single vehicle under the same rental contract, following distinct events, a collision of the attempted theft of the same, or upon loss of the vehicle should it be beyond repair or should it prove impossible for us to recover the vehicle following theft.

## **c) Common provisions**

Please note that depending upon the Damage suffered by the Vehicle and the type of protection You have purchased with Europcar (see the Europcar Insurance & Waivers Provisions attached to Your confirmation email or available from all Europcar stations agencies and/or on Europcar's websites) You may or may not be charged for the full or partial amount of the cost of repair.

In any case, You will be able to contest any Damage and the invoicing thereof pursuant to the provisions of article 23 *"What happens in case of dispute related to my rental?"*.

## **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 in which You have taken possession.

You must remain alert to any signal from the warning lights on the Vehicle's dashboard and take any necessary protective actions.

Any modification to or mechanical work on the Vehicle are forbidden without Europcar's prior written authorization. Should this rule be breached, You must bear the duly justified costs of restoring the Vehicle in the same state in which You have taken possession.

You will be liable towards Europcar for any detrimental consequence arising out of any infringement to the abovementioned maintenance obligations.

If You rent an Electric Vehicle, You must also use only the cables supplied by Europcar for recharging. Any recharging carried out with any other cable may engage Your responsibility in the event of damage arising as a result.

If You use a cable that allows recharging from a domestic socket, You must ensure that your electrical installation complies with the standards in force and the requirements defined by the car manufacturer before proceeding with any recharging. Failing this, and in the event of damage, You will be held liable.

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

In case of mechanical breakdown or accident which prevents You from continuing your travel and/or obliges You to stop the Vehicle, You are provided with an assistance service in France, included in the price of Your rental. The terms and conditions of this assistance are set out in Appendix 1 of the present T&Cs.

This assistance will also be provided within the limits of the Authorized Territories if you have subscribed the Cross-Border Coverage.

In case of accident, as soon as You are aware of it and have the opportunity and within five (5) business days at the latest, You shall (i) report the accident to the Europcar pick-up agency and, if necessary, the local police authorities, and (ii) file an amicable declaration of motor vehicle accident.

Where the circumstances involve Third Parties, it is important that You duly complete and sign an accident report providing us with full details of both the incident / accident and the Third Party.

If, in the event of an accident with a known third party, You do not submit an accident report to your Europcar agency within a maximum of 5 (five) business days (unless it is materially impossible for You to do so within such time), and if Europcar is held liable by an opposing insurance company, You will be liable for the corresponding administrative fees in accordance with the section "Penalties/Payments" in the Recommended Tariffs Guide.

In these cases of accident, breakdown or theft of the Vehicle, You should call the assistance service which is included in Your rental price.

The assistance service number is as follows: 0 800 354 000 (or +33(1)49 93 72 42 from abroad).

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 within two (2) business days in addition to the keys and registration papers of the Vehicle if those have not been stolen.

#### **Breakdown service in restricted areas**

The Customer acknowledges that in certain regulated zones, such as highways or express roads (e.g., the Paris ring road), only companies authorized by the competent authorities are permitted to intervene for vehicle breakdown or towing services. In these areas, the intervention of other service providers is prohibited for safety and regulatory compliance reasons.

In the event of a breakdown or accident, you must contact the assistance services through the emergency call terminals located along the road, or reach out to emergency services\*. You agree to fully cooperate with the authorized company, providing all necessary information to ensure a quick and efficient management of the situation, and to follow the safety and breakdown instructions.

\* (contact 112, the European emergency number. If you are deaf or hard of hearing, contact 114 : [www.urgence114.fr](http://www.urgence114.fr) or by SMS).

Once the vehicle has been taken care of, you agree to promptly provide Europcar's assistance service with precise information about the exact location of the vehicle or any other relevant details to help locate it, as well as the nature of the event. This information is essential for Europcar to organize your possible repatriation and to retrieve the vehicle. Failure to provide the exact location of the vehicle or carrying out non-compliant intervention in these regulated zones may result in you being held responsible for any legal and financial consequences arising from it. This includes, but is not limited to, intervention costs, guarding costs and any fines or penalties imposed by the relevant authorities.

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

You will receive a final invoice once all elements of Your rental have been settled and not earlier than the day after the Vehicle return date.

You will pay or be charged the full amount in one or several installments depending on the situation.

- You may decide to prepay (prepayment of your booking made online or at the Europcar agency) Your rental which will include the daily rental charge of the Vehicle and accessories for the Rental Period and for any additional mobility services. Your means of payment will be debited by the agreed amount. You will receive an invoice or a receipt for that prepayment. The prepaid amount and the amount of the deposit shall be stated on the Rental Agreement, which you must accept and sign when collecting the Vehicle. In addition, the prepaid amount will be stated on the final invoice and deducted from any total amount still to be paid. However, in case of rejection of the prepayment when booking, You will not be able to take the Vehicle until the total regularization of this rejection.
- 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 and sign before picking up of the Vehicle. The final and global 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 Damage caused to the Vehicle identified in Your absence, these costs and the applicable administration fees will be charged to You at a later date when Europcar becomes aware of them.
- In this respect, You will have a fourteen (14) day period starting from the date of sending (by email or regular letter) of the billing notification to contest and provide supporting documentation that You are not the cause of the fees. If you fail to contest or provide supporting documentation within the aforementioned period, the resulting fees will be charged.
- Your invoice will be sent to You electronically. If You refuse to receive your final invoice electronically, You can elect to receive paper invoice.
- In addition, if the due date of payment shown on the invoice has expired and You are not a Consumer (as The first article of the Consumer Code, namely "*any natural person who acts for purposes which are not within the scope of his commercial, industrial, craft, liberal or agricultural activity*"), nor a non-professional (defined as "*any legal person who does not act for professional purposes*"), You :), You explicitly agree that :
  - You will be liable for late payment penalties at a rate equal to the interest rate applied by the European Central Bank's refinancing operation increased by 10 percentage points, and a €40 recovery allowance under the conditions referred to in Article L. 441-6 of the Commercial Code.
  - the immediate maturity of all outstanding bills, and the cancellation by right of the Rental Agreement, and
  - that Europcar will have the right to claim immediate return of Vehicle.

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

### a) Modification

Unless You have chosen a non-refundable and non-changeable offer ("Light" package), You can modify Your booking, free of charge, provided You let Europcar know **at least 48 hours before** the rental is due to start.

Please be aware that new rental prices may apply if and a new mileage rate may apply if You modify Your booking and You should always use the same communication channel that You used when booking the Vehicle in the first place to modify Your booking.

Alternatively, You can call our Call Center at +33 (0) 825 358 358 (€0.15 /1min from a land line, inclusive of VAT) or +33 (0)1 70 39 89 86 (price of a local call made from France, excluding any supplementary cost that may be applied by your operator).

If You have chosen a Non-refundable and non-changeable offer ("Light" package), no changes are allowed before or after pickup.

## **b) Cancellation and No show**

**Unless You have chosen a non-refundable and non-changeable offer ("Light" package), You can cancel your booking according the following conditions.**

- **Cancellation** - You can cancel Your booking free of charge provided that You have given Europcar **at least 48 hours' notice before the rental is due to start.**
- **Late cancellation** - If You cancel giving Europcar less than 48 hours' notice, **a fee may be applied. The amount of this fee mentioned in the recommended Tariffs Guide shall not exceed the price of Your rental.** In the case of a prepaid booking, the prepaid amount will be refunded minus a late cancellation fee. In the event of a non-prepaid reservation, the fee will be deducted from the payment card You have provided. In case of a non-prepaid reservation and in the absence of any payment card details provided, You remain liable for the late cancellation fee.

**If You have not cancelled Your reservation and You fail to show up at the agency to collect Your Vehicle on the scheduled rental date and time:**

**No show** : if You have not cancelled Your reservation and You do not show up at the agency to pick up the Vehicle at the scheduled rental date and time, a no-show penalty will be applied. The amount of this penalty is indicated in the Recommended Tariffs Guide. If the price of Your rental is less than the amount of this penalty, the amount of the no-show penalty will be equivalent to the price of Your rental. In the case of prepaid reservations, the penalty will be deducted from the amount refunded to You. In the case of a non-prepaid reservation, the penalty will be deducted from the payment method You have provided. In the case of a non-prepaid reservation and in the absence of a means of payment, You remain liable for the penalty.

**If You have chosen a non-refundable and non-changeable offer ("Light" package), no changes are allowed before or after pickup. If you cancel your booking or if the vehicle is not collected as scheduled, no refund of the paid amount will be made.**

## **c) Delay**

If You have prepaid Your Booking online and/or provided Your payment card details, Your departure station agency undertakes to provide You with the chosen category of Vehicle until its closing time.

In the specific case of a Train Station or Airport, if the train or flight number is provided in the reservation, in the event of a delay, Your departure station agency undertakes to provide You with the category of Vehicle chosen until one (1) hour after the agency closing time. If we were to exceed our normal opening hours, then we would be able to apply a surcharge.

If you have not prepaid Your booking online and/or not provided Your payment card details and Your identification data (address, driver's license number, train or flight number...), Your departure station agency cannot guarantee that a Vehicle will be available beyond two (2) hours from the booking time scheduled during business hours.

## **d) Force Majeure**

Under this section, You will not be held responsible in the event of cancellation of the reservation or failure to pick up the Vehicle due to the occurrence of an event of Force Majeure.

Legally, there is Force Majeure when an event beyond Your control, which could not be reasonably foreseen at the time of the conclusion of the contract and whose effects cannot be avoided by appropriate measures, prevents You from executing the rental contract. If You invoke it, it will be up to You to establish that the event actually constitutes a case of Force Majeure.

Please note that strikes, delays or cancellations of Your means of transport (train, plane, etc.) are not considered events of *Force Majeure* and do not exempt You from additional costs for late cancellation or no show.

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

In case You want to extend the Rental Period shown on Your Rental Agreement You may :

- For any extension of less than 48h hours, either give a call to the Europcar agency of check-out or go to the Europcar agency of check out
- For any extension longer than 48h hours, You must :
  - Inspect the Vehicle together with a Europcar agent
  - Pay the rental as well as any additional charges
  - Sign a new Rental Agreement or an addendum to the initial Rental Agreement.

If You don't comply with the above mentioned conditions, the rules set forth in Article 11 ("*What procedures are being applied when returning the Vehicle*") will apply.

## 18) WHAT IS THE FUEL/ELECTRICITY POLICY?

The rules applicable to fueling and refueling (or electricity charging) of a Vehicle depend on the country of rental and the type of rental product you have selected. Please check carefully the rules applicable for every rental you make. Please ask Europcar's agent for details of all available options when you collect the Vehicle.

### 1. Thermal, hybrid or plug-in hybrid vehicle (as far as the fuel part is concerned)

All Vehicles are supplied with a full tank of fuel at pick up. Two options may then be made available to You :

#### FULL TANK OPTION REFUNDABLE

- At pick up you pay for the price of a full tank of fuel. The price of this will depend on the Vehicle category.
- If you return the Vehicle with a full tank of fuel (proof of filling may be required), Europcar will reimburse you the price of the full tank of fuel paid at the time of pick-up.
- If you do not return the vehicle with full fuel, the fuel remaining in the tank at the time of return of the vehicle will not be refunded.

#### FULL TO FULL

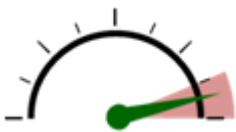
- We provide you with a Vehicle with a full tank of fuel
- You return the Vehicle with a full tank of fuel <sup>(1)</sup>
- You pay nothing for either refueling service charge or fuel <sup>(2)</sup>

<sup>(1)</sup> At return, to consider the tank as full, different rules are applied depending on the kilometers driven during the rental.

- **You drove less than 100 km:** A valid station ticket will be asked as a proof of refueling to justify that the tank is full.
- **You drove more than 100 km:** The visual level of the gauge will be used as a proof of full tank. The tank is considered full if the fuel gauge is at maximum level (8/8).

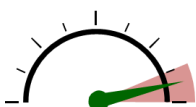


- A ticket is considered valid **as regarding the refueling date, the location of the petrol station and the amount refueled**. You should refuel a tank at a petrol station situated no more than 25 kilometers from the Europcar's agency of return of your Vehicle. Please ask Europcar's agents at the agency for additional information on ticket validity.
- <sup>(2)</sup> **If the tank is not full**, you will be charged for fuel following two methods of refueling charges calculation depending on the kilometers driven during the rental. Please note that the price per liter and fuel type will be communicated by Europcar's agents at the agency when returning the Vehicle.
- **You drove less than 100 km:** You will be charged based on the average consumption of the Vehicle for the distance driven during the rental. The average consumption is expressed for 100 km and depends on the Vehicle model. Please ask Europcar's agents at the agency for additional information on average consumption of the Vehicle model that You rent.
- **You drove more than 100 km:** You will be charged based on the visual level of the fuel gauge. The calculation is based on the missing 8<sup>th</sup> expressed by the gauge if the gauge is divided in 8 levels or according to the scale indicated on the gauge. If the needle is between 2 graduations, the missing 8<sup>th</sup> will be calculated based on the closest graduation. If the needle is precisely in the middle of 2 graduations, the missing 8<sup>th</sup> will be calculated based on the highest graduation (in Your favor). For example you will not be charged in case the vehicle is returned with the gauge at or above 7.5. See below for an example of fuel charge calculation.
- If the gauge is between 7 and 8 when returning the Vehicle, You will be billed to the closest missing 8<sup>th</sup>.
- E.g.: if the gauge indicates 7.3 when returning the vehicle, you will be billed for one-eighth.



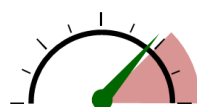
- If the gauge is below 7 when returning the Vehicle, You will be billed to the closest missing 8<sup>th</sup>.

E.g.: if the Vehicle is returned at 5.8, You must pay two-eighths.



If the gauge is between 7 and 8 at return, you will be charged if the gauge is closer to 7

e.g. if the vehicle is return at 7,3 you are charged for one 8<sup>th</sup>



If the gauge is under 7 at return, you will be charged **to the closest missing 8<sup>th</sup>**

e.g. if the vehicle is returned at 5,8 you are charged for two 8<sup>th</sup>

**Regardless of the refueling charges calculation method :** If more than seven liters are missing when You return, You will be charged for an additional refueling service charge (please refer to the Recommended Tariffs Guide). If less than seven liters are missing when You return, you will not be charged for an additional refueling service charge.

## 2 - Electric and/or plug-in hybrid vehicle (for the Electricity part)

Any Electric Vehicle is delivered with a battery 80% charged at the time of departure of the rental.

Regarding the return of the Vehicle, you will have the choice between two possibilities :

### 1. You choose to return the vehicle with a charge level equivalent to 80%

No amount is charged if this level of charge is found when returning the vehicle. When leaving the agency, we recommend that you check that the level of electric charge level of your vehicle corresponds to the one indicated on your rental agreement. Otherwise, please inform the present staff before leaving the station.

Failing to respect this level of charge, you will be liable for an Electricity recharging service charge. The amount of this charge, corresponding to the recharging fee and the corresponding service of Europcar, is indicated in the Recommended Tariffs Guide.

### 2. You choose to subscribe the option allowing you to return the vehicle without a minimum charge

This option, whose amount is indicated in the Recommended Tariffs Guide, will be charged to you and will allow you to return the vehicle without worrying about the charge level. This option is not refundable whatever the charge level of the Vehicle when it is returned.

## **Rental of a plug-in hybrid vehicle**

When renting a plug-in hybrid vehicle (gasoline/electric), Europcar will make its best efforts to provide you with a vehicle charged at 80 (eighty) %. However, we do not guarantee any battery charge level at the time of pick-up of the vehicle. It is your responsibility to recharge the vehicle for the duration of your rental. No minimum charge level will be required on return of your Vehicle.

Any return of the Vehicle with a quantity of fuel level lower than the one indicated at the departure from the station, will result in the invoicing of a refuelling charge, whose rate is mentioned in the Recommended Tariffs Guide in addition to the price of fuel which is invoiced according to the price of the liter displayed at the Europcar station on the day of the return of the Vehicle.

- **Good practices for using your electric vehicle**

We recommend that you charge the battery as often as possible to keep it between 20% and 80% charge. Charging the Electric Vehicle when the battery life is less than 20% will extend the charging time.

**IMPORTANT** : You must not allow the battery charge to fall below 10%, as this considerably reduces the life of the battery and may damage it. You are fully responsible in case of breakdowns caused by low battery.

You must ensure that you use the charging point and the cable (either the cable supplied with the Electric Vehicle or a cable attached to the public charger) responsibly and with care, so as not to create a tripping hazard or other risk to the public.

When using a charging point, you must move the vehicle as soon as you have finished charging. If you fail to do so, you risk incurring additional charges from the operator of the electric charging point, or even a parking fine, which we will pass on to you, together with administrative charges for handling fines (see Recommended Tariffs Guide).

- **Charging cables for electric vehicles**

One or more charging cables will be provided with the Electric Vehicle. Please inform Europcar staff if no cable is provided to you when picking up the Electric Vehicle. If this is not recorded at the time of pick-up, you will be liable for the cost of replacing the cable(s) (see Recommended Tariffs Guide).

**IMPORTANT** : Only the cables provided with the vehicle must be used to recharge it (unless the use of a network Fast Charging Point requires the use of a cable attached to the terminal). You are responsible for any loss or damage to the cable(s), beyond normal wear and tear.

Charging cables must be used with care and attention and in accordance with the user manuals. If you use a cable other than in an electric vehicle charging socket, you are responsible for any loss or damage caused.

## **Specific provisions for TESLA vehicle rentals**

If you rent a TESLA vehicle, you are informed that the price of recharging at TESLA Superchargers will be invoiced to you by Europcar in addition to the rental price, as well as any penalties that may be due if you leave the vehicle connected to a Supercharger for longer than the time required to fully recharge it.

The price applicable to these recharges on Tesla Superchargers is indicated on the Vehicle's screen, as well as on the Tesla website ([www.tesla.com](http://www.tesla.com)). This price differs depending on the location of the charger and the date/hour of recharging. Please check these prices before recharging.

For each top-up, Europcar will apply a transaction fee of one (1) euro (VAT included). These top-ups will be invoiced no later than seven (7) working days after the rental has ended, and will be debited from the payment method communicated for the payment of your rental.

For rentals of 30 days or more, the 1st invoice will be issued after the first 30 days of rental. Other invoices will follow at the same pace as for rentals of less than 30 days, i.e. every 7 working days.

Recharges carried out at recharge points other than TESLA Superchargers remain entirely at your expense.

- Penalties for exceeding the charging time on TESLA Superchargers

In order to allow the smoothest possible access to its Superchargers, TESLA applies penalties per minute when the customer leaves his vehicle connected beyond the time required for its full recharging, which is indicated on the vehicle's dashboard when it is connected.

You will therefore be billed by Europcar for the penalties applied by TESLA for recharging during your rental period. This penalty, the rate of which is at the discretion of TESLA, amounts to 1€ (VAT included)/min on the date of November 2023 and is subject to change.

In the case of a long-term rental, you will have access to the TESLA application for the duration of your rental, which you can download onto your cell phone in order to use all the functions, such as remote control.

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

When You pick up the Vehicle, You grant a credit card authorisation up to the amount of the deposit. You may also pay the deposit by bank check at all Europcar stations agencies that accept them, provided that Europcar obtains a guarantee of check authenticity from an external provider. This transaction is performed at the Europcar station Agency desk.

The amount of the deposit depends on the category of the vehicle booked :

- EUR 500 for a passenger tourist vehicle
- EUR 800 for a Van and Truck Vehicle or if You rent with Keddy by Europcar
- EUR 1000 for a Prestige vehicle from the "PREMIUM" range of the following categories : GFAR / UWAR / UWAR / UDAI / UVAR / UFAE.
- EUR 1500 for a Prestige vehicle from the "PREMIUM" range of the following categories : WFAR / WFAE / WFAI / WSAR / WFDI / PNAR / XSAE.

These amounts can be reduced to :

- EUR 300 for vehicles booked reserved with a Medium or SCDW protection package
- EUR 100 for vehicles booked reserved with a PREMIUM, GOZEN

In case of reservation of a Prestige vehicle, will be requested :

- two bank cards, one of which must be a major credit card (American Express, Diner's Club, Visa Premier, Gold Mastercard, or JCB) for the rental of a Prestige vehicle (from 7 years of driving licence to 10 years of driving licence, or present an AMEX BLACK).
- 1 major card only major (American Express, Diner's Club, Visa Premier, Gold Mastercard, or JCB) or rental voucher and major credit card (American Express, Diner's Club, Visa Premier, Gold Mastercard, or JCB) or classic (Carte Bleue VISA or Eurocard Mastercard) for Prestige vehicles requiring 5 years of licence.

The deposit will cover additional costs incurred during the rental term. Europcar will refund you the deposit at the return of the Vehicle if no additional costs are incurred.

In any case, the final amount is stated on the confirmation email which is sent to You when You make your reservation and in the Rental Agreement.

The deposit shall be released at the end of your Rental Agreement if no other costs are payable owed.

## 20) CAN I PAY MY RENTAL IN MY OWN CURRENCY (DIFFERENT THAN THE CURRENCY OF THE COUNTRY OF RENTAL)?

If You are a foreign renter holding a Visa or MasterCard (with a base currency other than the currency of the rental country), You can benefit from the currency conversion facility and pay in your own currency. 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 at the end of the rental using an exchange rate provided by our currency conversion provider. The exchange rate will include the exchange fee (currently 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 technical reasons Europcar was to be unable to provide this service or if a You hold a Visa or MasterCard designed to pay in Euros, then the conversion into the base currency of the card will be carried out according to the conditions of the Your bank.

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

When you make a rental, Europcar is required to collect and process personal data about you and the designated Driver(s) in order to :

- manage your booking, rental contract and payment,
- Manage and update a list of at-risk clients,
- communicate information to you about similar services that we believe may be of interest to you, within the framework of the applicable legal provisions. You can unsubscribe from these communications at any time by contacting our customer service department, via your customer account in the communications preferences management tab or via the unsubscribe link in the email you will have received,

and, where appropriate, to :

- manage your loyalty program,
- Manage traffic tickets for traffic violations committed with your vehicle during the rental period,
- manage the geolocation of your rental vehicle if the vehicle was equipped with such a device.

Europcar keeps your personal data for the time necessary to fulfil the purposes mentioned above, if applicable, supplemented by those mentioned in our Privacy Policy.

The recipients of the data collected are the companies and agencies of the Europcar Group, their franchisees and partners as well as the competent authorities, in particular in the event of a traffic offence committed during your rental. The recipients of your personal data may be located within or outside the European Union. In the event of data transfer to a recipient located in a country whose legislation relating to the protection of personal data does not provide an adequate level of protection within the meaning of the regulations relating to data protection, Europcar France will put in place appropriate guarantees within the meaning of these same regulations.

Furthermore, as Europcar is a member of the Rental Division of the "Conseil National des Professions de l'Automobile (CNPA)", certain data relating to the rental contract may be transmitted with a view to sharing it among the member companies of this Rental Division, in order to enable them to legitimately decline any future rental. In accordance with CNIL deliberation no. 2006-235 of 9 November 2006, you will be informed in advance if you are concerned by these measures and will have the right to contest this registration, to have access to your personal data, to rectify and delete them by contacting the CNPA Rental Branch (50 rue Rouget de Lisle - 92158 Suresnes Cedex).

In accordance with applicable law, you have the right to access, rectify and delete data concerning you, the right to forget, the right to oppose the processing of your data, the right to portability and the right to organise the fate of your personal data after your death. You can exercise these rights by sending your request :

- by simple letter to the following address: [Europcar France Service Relation Client, *13ter Boulevard Berthier, 75017 Paris, France*].
- or by email at the following address : [dpo@europcar.com](mailto:dpo@europcar.com)

You also have the right to lodge a complaint with the data protection authority, the Commission Nationale de l'Informatique et des Libertés (CNIL).

We invite you to contact us at the contact details above before making any complaint to the CNIL.

For more information on how we treat your personal data, you can read our Privacy Policy available at the following address:

<https://www.europcar.fr/EBE/module/render/Politique-de-Confidentialite>

and on any of our national sites. You can also ask for it at your rental agency.\*

Insofar as your telephone number is collected, we remind you of the existence of the BLOCTEL device :

- If you do not wish to receive commercial calls from us, you can register for free on the online telephone canvassing opposition list on the website : [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)  
or by letter to : Worldline - Service Bloctel CS 61311 - 41013 BLOIS CEDEX

## 22) ARE THE VEHICLES EQUIPPED WITH A TRACKER ?

To improve the management of our fleet (mileage, fuel level, engine lights and collision warning), and to protect the Vehicle and to prevent and detect crime Europcar 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 after termination of the Rental Period. By agreeing to these T&Cs, You give your consent to the use of these electronic devices. The devices or other technologies used by Europcar to connect its fleet of vehicles must not be disconnected by the Customer, under penalty of invoicing penalties. Similarly, the Customer is liable to penalties if the electronic devices used to connect the Europcar fleet are damaged or not returned by the Customer. Similarly, the Customer is liable to penalties if the electronic devices used to connect the Europcar fleet are damaged or not returned by the Customer.

In accordance with applicable law, You have the right to access, rectify, and delete data relating to You ; You have the "right to be forgotten", the "right to object to data processing", the right to "data portability" and the right "to establish instructions for the management of your personal data post mortem". You can exercise this right by sending your request through a simple letter to the following address: *Europcar France Service Relation Client, 13ter Boulevard Berthier – 75017 Paris, France* or by email at [espace.relationclient@europcar.com](mailto:espace.relationclient@europcar.com) or, for general questions, to the Data Protection Officer at [dpo@europcar.com](mailto:dpo@europcar.com).

In accordance with the provisions of the French Data Protection Act, You have a right to access, rectify and delete data concerning You. You may perform this right by sending Your request by regular mail to: *Europcar France Service Relation Client 13ter Boulevard Berthier – 75017 Paris, France*.

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

### a) Applicable law

In case of dispute between You and Europcar regarding Your rental, the applicable law will be the law of the country where the Vehicle was rented. For instance, if You rent the Vehicle in France, the applicable law will be French law. However, if You rent a Vehicle in Germany then Your rental will be subject to German law.

### b) Customer Relation Service

Wherever Your rental took place You can choose to consult with the departure agency where You rented the Vehicle or the Customer Relation Service department in Your country of residence.

Your Customer Services team will contact the rental country on Your behalf and try to resolve Your query.

You can contact Customer Relation Service at the following address and telephone number:

- Address: Europcar France, Customer Service Department: *13ter Boulevard Berthier – 75017 Paris, France*.
- Telephone: +33 (0) 1 73 13 74 16 (8am to 8pm, Monday to Saturday for reservations and services during sales & 9am to 5pm Monday to Friday for after-sales) .
- Internet: Go to "Contact Us" on [www.europcar.fr](http://www.europcar.fr)

### c) Notifications

All notifications to be served upon You and Europcar pursuant to Your Rental Agreement shall be sent to the addresses indicated in the latter, that You and Europcar recognize as the elected domicile for all purposes and any modification during the Rental Period must be communicated to the other party.

## d) Mediation

After having exhausted all internal remedies, and once one month has elapsed without any response from Europcar or an unsatisfactory response, You may submit your dispute to the Mediator of the Franchise-Consumer Mediation Committee by completing the claim form available on the following website : <https://mediation-franchise-consommateurs.com/> and by sending it :

By mail :

Médiation Franchise-Consommateurs (MFC)  
Fédération Française de la Franchise  
29 Boulevard de Courcelles  
75008 PARIS

Or by email :

[mediation-franchise-consommateurs@franchise-fff.com](mailto:mediation-franchise-consommateurs@franchise-fff.com)

## e) Alternative Dispute Resolution

**Cross Border Dispute.** If the country of rental and Your country of residence are different You may file a claim before the *European Car Rental Conciliation Service (ECRCS)* (<http://www.ecrcs.eu>), provided that the matter was raised beforehand in the country of rental and/or Your country of residence.

You may file a claim before the *European Car Rental Conciliation Service (ECRCS)* (<http://www.ecrcs.eu>). Indeed, Europcar has subscribed to the scheme of ECRCS in order to enable its clients to solve their complaints concerning cross border Vehicle rentals within Europe.

It should be underlined that this conciliation service can only help with disputes involving a ‘cross-border’ rental transaction occurring within the European Union - the country in which the reservation is made must be different from that in which the actual rental took place. If your complaint concerns a non-cross-border rental, ECRCS will not be able to look at your complaint.

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

If You rent a car in the capacity of business person, any dispute between You and Europcar shall be subject to the jurisdiction of the Versailles Commercial Court (or, when it is a Europcar Franchisee, the competent court of the place of its registration).

## g) Contractual documents

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

- the Rental Agreement, and if applicable its special terms and conditions (the document signed by You at the time of the check-out or the first day of rental)
- the confirmation email (where You have prebooked Your rental online)
- the General Insurance and Waiver Terms and Conditions
- the Recommended Tariffs Guide;
- these General Terms and Conditions of Hire with the appendixes which apply to all aforementioned documents.

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

Leaseurope has published a code of conduct for the car rental industry. You may obtain a copy at the following address: [www.leaseurope.org](http://www.leaseurope.org).

## 25) WHO OWNS EUROPCAR FRANCE'S VEHICLES?

Securitifleet SAS, Securitifleet GmbH, Securitifleet SL, Securitifleet S.p.A. and Goldfleet SAS own or will own a substantial part of the fleet leased by Europcar France SAS to its customers in accordance with these general terms and conditions and have granted a pledge on their vehicles to Crédit Agricole Corporate and Investment Bank and its successors and assignees. For the purposes of this pledge, Europcar France SAS has been designated as an “agreed-upon third party” in accordance with Article 2337 of the Civil Code.

Consequently, if Securitifleet SAS, Securitifleet GmbH, Securitifleet SL, Securitifleet S.p.A. or Goldfleet SAS is designated on the registration certificate, a copy of which has been given to you as the owner of the rented vehicle hereunder, the return of any vehicle by a Europcar France SAS customer must be made to Europcar France SAS in its capacity as an agreed-upon third party or, where applicable, to any other entity that may be substituted in this capacity and in no case to Securitifleet SAS, Securitifleet GmbH, Securitifleet SL, Securitifleet S.p.A. or Goldfleet SAS. For further information, please contact Europcar France's legal department at the following address: Europcar International, Service Juridique, 13 ter Boulevard Berthier, 75017, Paris, France.

## APPENDIX 1 – ASSISTANCE TERMS & CONDITIONS

For the duration of the Rental Period agreed with Europcar, and provided that You do not find Yourself in one of the cases of exclusion listed below, You benefit in Metropolitan France from personal assistance in the event of an accident and a free breakdown service permanently linked to the use of the Vehicle, whether it is a passenger vehicle or a Van and Truck vehicle.

With regard to the use of the rented Vehicle abroad, the assistance and breakdown services will be different according to the case as indicated below.

Finally, Europcar reserves the right to invoice the Hirer in the event that the Hirer uses the assistance management service without reason. Assistance services are provided within the limits of authorized territories by the following company : Assurima - SA with a capital of 6 200 000€, registered under the number 481 514 149 RCS Niort, and whose head office is located at 118 Avenue de Paris - CS 40 000 - 79033 NIORT

### **I. Assistance to persons in case of Damage / (physical) injuries resulting from a car accident**

These personal assistance services are valid in Metropolitan France for the rental of Cars vehicles or Vans and Trucks vehicles. If the rented vehicle is used abroad (in authorized territories), only passenger vehicle rentals will benefit from these personal assistance services.

- Benefits included :
  - Organizing medical contacts,
  - Transport of a sick or injured patient, according to medical requirements and the decision taken by the doctors of the assistance service,
  - Transportation costs for a person to travel to the hospital where a beneficiary has been hospitalized, if the latter is unable to be transported for at least 3 days,
  - An advance (repayable within thirty (30) days) of up to EUR 6,100 to cover medical expenses in the event of hospitalization in a country which is not that where the beneficiary normally resides (a guarantee will be requested if the beneficiary is not registered with the French social security),
  - Repatriation of the mortal remains to the country of residence in the event of death during the rental,
  - In the event of penal proceedings engaged against You (outside Your country of residence) as a result of an accident: advance of a bail bond (to be reimbursed within 30 days maximum) up to an amount of EUR 7,625 and of lawyer's fees up to EUR 763.
  
- Regarding assistance to persons in case of Damage / (physical) injuries resulting from a car accident, the following are not covered :
  - Pregnancies, apart from unforeseen complications and in any case, not beyond the 36th week of the pregnancy (\*\*\*)
  - Convalescence and complaints currently being treated and which are not yet stabilized
  - Pre-existing diagnosed and/or treated illness which have led to stay in hospital during the six months preceding the request for assistance
  - Journey which have been undertaken with a view to obtaining diagnosis and/or treatment
  - Suicide attempts
  - The cost of medical appliances, orthotics, prostheses or optical expenses
  - States resulting from drug use, uncontrolled narcotics and alcohol
  - Search and rescue costs on the sea or in the mountains
  - Stays in nursing homes, rehabilitation, detoxification, and spa treatments
  - Costs of rehabilitation, physiotherapy, chiropractic
  - Medical check-ups and related costs,
  - Vaccine purchase costs and vaccination costs,
  - Costs of medical check-ups and medical treatments ordered in the country of origin of the Beneficiary,
  - The costs of consultations and ophthalmological surgery (unless they are the direct consequence of a covered event),
  - Medical expenses incurred in the Beneficiary's country of residence or abroad,
  - Personal comfort costs (radio, television, hairdresser, etc.) taken out during hospitalization,
  - Hospitalizations related to travel for diagnostic and/or therapeutic purposes, i.e. for the purpose of consulting a practitioner or being hospitalized as well as hospitalizations for organ transplants,



- Expenses related to sex change, sterilization, treatment for sexual transformations, dysfunctions or insufficiencies,
  - Plastic surgery care undertaken for exclusively aesthetic reasons apart from any intervention following injury, malformation or lesion related to diseases,
  - Costs incurred by the Beneficiary on his own initiative, without the prior agreement of IMA, except in cases of force majeure.
  - The events, and their consequences, occurring during the practice of sports on a professional basis or in the context of a competition.
  - The purchase or rental of air conditioning devices, humidifiers, aerosol devices and devices for physical exercises, during hospitalization,
  - Expenses incurred by relatives or family members of the Beneficiary during his hospitalization period.
- The reference to the 36th week of pregnancy is in line with the recommendations of the IATA airlines.

## II - Technical assistance for the rental Vehicle

Benefits included :

- In the event of a breakdown, if the vehicle cannot be repaired on-site, the assistance shall arrange and pay the costs of towing to the nearest dealer or agent of the vehicle brand,
- Arranging and paying for the costs of towing a Vehicle which has been involved in an accident or has broken down and cannot be repaired on the spot,
- Locating a replacement Vehicle within a radius of 100 Km, if the Vehicle cannot be repaired on the spot (N.B: the rental agreement will continue to run until last day of the rental as originally agreed), To carry out this change of vehicle, a Vehicle of the same category will be sought first, but no guarantee can be given on this point. If the rented Vehicle was an electric vehicle, the assistance will endeavour to replace it with a vehicle of the same type, but cannot guarantee it.
- Transportation of the beneficiaries to the rental station where the replacement Vehicles is to be made available (up to EUR 200 in taxi costs)
- If no replacement Vehicle can be identified :
  - either a hotel room with breakfast for one night (excluding restaurant costs), up to €85 (inclusive of VAT) per beneficiary.
  - or Customer repatriation to his domicile or to the europcar pick-up station : payment of either a 2<sup>nd</sup> class train ticket (failing that first class) or an economy class plane ticket if the train journey is longer than 6 hours, up to a limit of €200 (including VAT) per beneficiary, or a taxi up to a limit of €200 (including VAT) in the event of immobilization of the guaranteed vehicle in France. If it is impossible, a hotel room with breakfast for one night (excluding restaurant costs), up to €85 (inclusive of VAT) per beneficiary will be proposed.

- **Exclusions**

Exclusion cases :

Breakdowns caused by the Customer or resulting from the use of incorrect fuel, breakage or loss of the keys/starter card of the Rental Vehicle, as well as punctures and/or damage to the tyres are excluded from the scope of the free service and will be subject to the invoicing of a lump sum as indicated in the Recommended Rates Guide:

By subscribing to **our Assistance Plus Protection (RSA)**, and subject to compliance with the law and our General Rental Terms and Conditions, You will be exempted from the payment of these lump sums. To do so, You must purchase our Assistance Plus coverage for a fixed cost per rental day as indicated in the Recommended Rates Guide. The Assistance Plus Protection (APC) is detailed in the General Conditions of Insurance and Coverages.

If You rent a **passenger vehicle**, You can benefit from a free breakdown service even abroad within the limits of the Authorized Territories if you have declared your intention to use the vehicle under these conditions and have subscribed the Cross-Border Coverage. This Cross-Border Coverage allows you to benefit from the Assistance Service Abroad.

In the event of a breakdown or accident, the Cross-Border Coverage exempts you from the towing and roadside assistance charges.

Customers benefiting from this Foreign Assistance Service can thus profit from pick-up and repatriation services in the event of a breakdown of the Vehicle in one of the Authorized Territories :

- In the event of breakdown - if the Vehicle cannot be repaired on the spot, assistance will organise and pay for the cost of towing to the nearest dealer or agent of the Vehicle brand.
- Organisation and payment of the costs of recovering a Vehicle that has been involved in an accident or has broken down and cannot be repaired immediately,
- Searching for a replacement Vehicle within a 100km radius, if the Vehicle cannot be repaired immediately (N.B.: the rental contract will continue to run until the last day of the originally agreed rental period). In order to carry out this change of Vehicle, priority will be given to finding a Vehicle of the same category, but no guarantee can be given on this point. The same shall apply to specific equipment or, if the rented Vehicle was an electric vehicle, the Assistance shall endeavour to replace it with a vehicle of the same type, but cannot guarantee this,
- Transport of the beneficiaries to the rental agency where the replacement Vehicle is located (up to 400 euros taxi fare)
- If no Replacement Vehicle can be identified :
  - Or the customer waits on site for the repair and as such benefits from a hotel room for one night (excluding catering costs), within the limit of one hundred and twenty all taxes included (€120 TTC) per beneficiary,
  - Either the customer is repatriated to his home or to the rental agency of departure: transport by taxi, train or plane (when only this means can be used) to the home or destination in France or to the point of departure from France for non-residents within the limit of 400€ euros (including tax) per beneficiary. If repatriation is not possible, the customer will be offered to stay in a hotel room for one night (excluding catering costs), up to a limit of one hundred and twenty euros (€120 TTC) per beneficiary, all taxes included.

If you rent a **Van and Truck vehicle**, you can benefit from a free breakdown service even abroad, within the limits of the border countries, including Portugal, if you have subscribed the Cross-Border Coverage. This Cross-Border Coverage allows you to benefit from an Assistance Service abroad in the event of a breakdown or accident, and exempts you from the towing and roadside assistance charges.

The Cross-Border Coverage is detailed in the General Terms and Conditions of Insurance and Protections, and its rate is indicated in the Recommended Tariffs Guide.

### **III - The cases of breakdown service and assistance listed below are systematically excluded from the free and/or paying breakdown service and will give rise to invoicing :**

- Assistance for Vehicles rented in mainland France that do not respect the territoriality rules defined in point 3) Where can I drive the vehicle ?
- Assistance for vehicles travelling in Authorized Territories without having subscribed the Cross-Border Coverage
- Assistance of Van and Truck vehicle rented in France and driven in border countries without having subscribed the Cross-Border Coverage, or driven abroad.
- Any incidents or damage resulting from taking part in car tests, sporting events, rallies or any type of competition.
- Changes of utility vehicles abroad
- Interventions on rural roads and tracks that are not passable, or interventions following a bogging down of the road.
- The immobilization of the vehicle by the police or legal immobilization (sequestration, etc) whose cause is attributable to the client
- The boat crossing costs that Europcar would be obliged to pay to ensure the repatriation of the rented Vehicle,
- Customs duties that Europcar would be obliged to pay to ensure the repatriation of the rented Vehicle
- Repair costs incurred by the customer independently of the assistance will not be reimbursed
- Problems and breakdown of air conditioning, immobilizer code and alarm/anti-theft of the vehicle as long as they are not immobilizing,
- Bodywork problems or damage that do not lead to vehicle immobilization,
- The consequences of immobilizing the vehicle to carry out maintenance operations,
- Vehicle repair costs, spare parts, (except in specific cases)
- Vehicles intended for the transport of persons for a fee such as driving school, ambulance, taxi, funeral vehicle, rental vehicle other than guaranteed vehicles,
- The goods and animals transported,
- Maintenance, inspection, overhaul, installation of accessories, replacement of wear parts, manufacturer recall campaigns and immobilizations following planned interventions

# *Europcar*



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