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RENTAL TERMS & CONDITIONS



PREAMBLE

Thank You for renting with Europcar!

Europcar SA is a public limited liability company (“naamloze vennootschap/société anonyme”) organized and existing in accordance with the laws of Belgium, with registered office located at: Oudergemlaan 68-74 in 1040 Etterbeek, Brussels (Belgium). Europcar SA is registered with the register of legal entities of Brussels under number (VAT BE) 0413.087.168 (hereinafter referred to as ‘Europcar’).

In accordance with the present general Terms and Conditions of Hire (‘T&Cs’), Europcar will have the following obligations:

- rent a Vehicle (a car or a van) to You (the person named in the Rental Agreement – as defined below – and who signs it) for the period of time that is specified in the Rental Agreement (the “Hire Period”) plus any accessories that You wish to rent which will also be indicated in the Rental Agreement;
- provide certain mobility services with all of our rentals and offer You other services which are available at an extra cost.

The effects of the rental contract shall take effect upon signature of said contract by You and a Europcar employee; the valid duration of said contract shall not in any case, except with prior, written agreement from Europcar, exceed a duration of 12 months.

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

- the Rental Agreement (the document signed by You at the moment of the check-out or the first day of rental), including if applicable its specific conditions (for example Selection & Model Choice);
- the confirmation email (where You have prebooked Your rental);
- the Europcar Insurance and Protection Provisions (terms and conditions)
- the tariff guide (for additional costs)(which is available on our website here: <https://www.europcar.be/en/terms-and-conditions/europcar-rates>;
- the present T&Cs which apply to all aforementioned documents.

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

ARTICLE 1 TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

The T&Cs will apply to You, the physical person who is paying for the rental and any associated costs (and You may also be a driver), as well as any (other) driver who is expressly indicated in the Rental Agreement and therefore being authorized to drive the Vehicle.

If You allow an unauthorized person to drive the Vehicle then this is considered as a breach of the T&Cs and You will be responsible for any consequences that may arise as a result, including the liability towards Europcar for the damages caused by You and/or an unauthorized driver. In such circumstances neither You nor the unauthorized driver will be covered by any insurance or protection products offered through Europcar.



ARTICLE 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 Hire Period; and
- who has the means that will be accepted by the relevant local Europcar company (see table below) to pay for the hire of the Vehicle and any associated costs;

| Means of payment accepted in Belgium | Means of payment accepted abroad |
|--|---|
| Credit card (The amount of the transaction will be blocked on your credit card and debited afterwards): VISA, MASTERCARD, DINERS CLUB, AMERICAN EXPRESS & JCB | <p>You should be aware that the rules applicable to the accepted payment methods vary according to the country in which the Vehicle is hired.</p> <p>We strongly recommend that You produce a pre-approved bank card. We advise You to contact the Europcar Station in the country of hire to obtain more information regarding their accepted payment methods.</p> |
| Europcar Charge Card | |
| Purchase Order | |
| Vouchers | |
| Cash (only for vehicle category Mini & Compact) | |
| Means of payment not accepted by Europcar in Belgium | |
| Maestro, Electron & E-card | |
| Debit Card (The amount is debited immediately after each transaction) | |
| Prepaid Card (and others payment cards that are not linked to a bank account) | |

and

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

| Documents required by Europcar | |
|---|---|
| ID card or passport | √ |
| Driving license | √ |
| Return flight ticket/train ticket and/or proof of address | • |

[√] Mandatory – [•] Optional and/or in case of your first Europcar reservation



b) Who can drive? (the "Driver")

It is mandatory that You and the approved driver(s) are over the age of 19 upon entering into the contact. The age restrictions may vary based on the chosen vehicle category (ref. "Age restrictions by vehicle category").

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 on the Rental Agreement (and this may also be You)
- provides a valid driver license in compliance with Belgian legislation that has been issued for at least 12 months by the date You take possession of the vehicle
- for certain luxury cars (vehicle from vehicle category Premium, Luxury, Prestige (Special Cars) and Selection): provides a valid driver license in compliance with Belgian legislation that has been issued for at least 24 months by the date You take possession of the vehicle
- provides a valid identification document (national ID card or passport) in compliance with Belgian legislation

Only You (on condition that you are listed as one of the drivers) or the driver(s) approved by Europcar, i.e. individuals who have been named in the rental contract and who remain under your responsibility in accordance with, among others, the provisions of Article 1384 of the Civil Code, are authorised to drive the rented vehicle. In the event of the infringement of this provision, You shall be deemed as having no insurance.

c) Who cannot drive the Vehicle?

Neither person expressly mentioned / identified on the Rental Agreement is authorized to drive the Vehicle. The same goes for any person who cannot provide valid identification documents as indicated in the sections 2a and 2b.

If You allow an unauthorized person to drive the Vehicle then this is considered as a breach of the T&Cs and You will be responsible for any consequences that may arise as a result included the possibility to responding before Europcar for the damage caused by You and/or an unauthorized person.

In such circumstances neither You nor the unauthorized driver will be covered by any insurance or protection products offered through Europcar. Only liability insurance (compulsory protection) will apply.

Furthermore Europcar reserves the right to claim a T&C Violation Fee for which the price is mentioned in the Tariff Guide.

ARTICLE 3 WHERE CAN I DRIVE THE VEHICLE?

Bearing in mind the high risks of theft, the following restrictions are applicable during the use in Belgium of a vehicle owned by Europcar:

- 1) The use of a rented vehicle, regardless of the category or group to which it belongs, is only authorised in the following European countries, to the exclusion of any others: Germany, Andorra, Austria, Belgium, Cyprus, Denmark, Spain, Finland, France, Greece, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Norway, the Netherlands, Portugal, United Kingdom, San Marino, Sweden and Switzerland. However, Europcar authorises the rental of vehicles to Eastern European countries in the European Community (Bulgaria, Croatia, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia, Slovenia and the Czech Republic)

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- 2) Across the entire Italian territory and in Eastern European countries in the European Community (Bulgaria, Croatia, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia, Slovenia and the Czech Republic), You shall remain entirely responsible in the event of the theft or disappearance of a vehicle in the Premium, Luxury, Special, Cabriolets and Prestige categories, as well as all vehicles of the Elite class (*), even if You have taken out theft waiver insurance (THW). (*Elite class vehicles have a sipp code that starts with N, H, D, J, R, G, U or W)

Europcar reserves the right to modify, at any time and without notice, the above list of territorial restrictions. You are responsible for checking, with an approved agent of Europcar, whether the country or countries that it intends to travel across when using the rented vehicle is/are not subject to a traffic restriction. The same checks are required on your part with regard to traffic authorisations in certain countries in driving vehicles of certain categories. Please be aware that You must comply with traffic road regulations in the country where You drive the Vehicle.

You are authorized to transport a Europcar vehicle by boat or ferry as long as the country/island of arrival has been listed here above in the list of allowed countries. You will be held financially liable for damage incurred to the vehicle during the transport up to the excess amount of the damage protection taken out by you.

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

You can rent either a passenger car or a van and You must drive the Vehicle in accordance with its intended use as follows:

- the passenger cars are intended for the carriage of varying numbers of people (depending on the approval indicated on the vehicle registration certificate) and,
- the vans may be used for the carriage of goods up to the weight limit indicated on the vehicle registration certificate.

You are informed that Europcar does not cover the goods carried into the Vehicles and cannot be held liable for eventual property and/or objects You may have forgotten into the Vehicle. Similarly, Europcar cannot be held liable for any loss of opportunity and intervening operating loss in the context of the execution of the lease. Europcar cannot be held responsible for any damage to the vehicle caused by the transport of goods or equipment such as Ski boxes, bike or luggage carriers, etc.

ARTICLE 5 WHAT ARE MY OBLIGATIONS TOWARDS THE VEHICLE?

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

- 1) You and/or any Driver must return the Vehicle and its keys, accessories and documentation to Europcar at the return station mentioned in the Rental Agreement on the expiry time and date specified on the Rental 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 Hire Period. If You do not return the Vehicle as stipulated here above, Europcar will take all necessary measures outlined in these T&Cs and in particular Article 11 "What is the Vehicle return policy/the Vehicle pick up policy?";
- 2) You and/or the Driver must never drive the Vehicle outside the Territory. Should You and/or the Driver wish to drive the Vehicle outside the Territory, You and/or the Driver must obtain Europcar's prior written consent in response to a request sent by the Customer by email to be-assurances@europcar.com. This consent will be provided within 48 hours (save for weekends and public holidays) from receipt by Europcar of the request sent by the Customer. Please note that Europcar shall not provide prior consent



- to drive the Vehicle in those Countries not covered by insurance, namely: Azerbaijan, Belarus, the Islamic Republic of Iran, Israel, Macedonia, Moldavia, Russia and Ukraine);
- 3) Before You leave, You and/or any Driver must always ascertain that the Vehicle has the correct documents/equipment to comply with the local driving regulations of the country in which You and/or the Driver will drive or that You will cross;
 - 4) 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 any Drivers are familiar with all relevant local driving regulations. All fines and sanctions following a traffic offence, committed during the utilization of the Vehicle during the rental period, will be at your charge or at the driver's charge. For the management of traffic tickets or fines, Europcar is authorized to invoice an administrative fee for which you can find the prize in our "Europcar Rates" List, consultable on our website here: <https://www.europcar.be/en/terms-and-conditions/europcar-rates>
 - 5) You must ensure that any luggage or goods transported in the Vehicle are secured in accordance with Belgian legislation and to the extent that they will not cause damage to the Vehicle (neither on the inside nor on the outside) or cause risk to any passengers;
 - 6) You and/or any Driver must guard the Vehicle with the utmost care, and in any case make sure that is locked and protected by its anti-theft devices when it is parked or left unattended.
 - 7) You and/or any Driver must never drive the Vehicle whilst 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 Your and/or any Driver's driving ability.
 - 8) You and/or any Driver must never drive the Vehicle in a state of drunkenness or intoxication or when experiencing extreme fatigue or sleepiness behind the wheel;
 - 9) You and/or any Driver must never drive the Vehicle when not in a fit mental and/or physical state to drive with due diligence, for any reason whatsoever;
 - 10) You and/or any Driver must never affix any adverts to the rented vehicle, except with prior, written agreement from the executive board of Europcar;
 - 11) You and/or any Driver may not to make any modifications, even minor ones, to the rented vehicle;
 - 12) You and/or any Driver You and/or any Driver are required to perform customary inspections as to the Vehicle condition such as oil and water level, tyre pressure. You must take any protective actions necessary to keep the Vehicle in good working order.
 - 13) You and/or any Driver agree to use the rented vehicle with due care and comply with the provisions of these terms and conditions; You shall return the vehicle in perfect maintenance and cleanliness conditions, equipped with the original plate holder. Europcar reserves the right to claim the reimbursement of any necessary repair expenses. In your capacity as custodian, you need to take all appropriate measures to ensure the safeguard of the rented vehicle, particularly by keeping the vehicle closed and locked when it is not in use and by keeping the keys in its possession or at least in a secure place. In your capacity as custodian you need to ensure that once damage to the vehicle has been identified you will not continue to drive with the Vehicle in order to avoid the damage will get worse and affects your safety.
 - 14) You and/or any Driver You must refill the vehicle with the appropriate type of fuel. If unsuitable fuel should be added, You may under no circumstance continue to drive the vehicle and will be responsible for any expenses incurred by the transfer of the Vehicle and/or repair of the damage caused to it and any costs resulting from this, calculated according to the rules described in the section below (*Damage to the Vehicle*).
 - 15) You and/or any Driver may not use the Vehicle nor allow the Vehicle to be used:
 - a) for rehire, mortgage, pawn, sell or in any way pledge 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. Only You (on condition that you are listed as one of the drivers) or the driver(s) approved by Europcar, i.e. individuals who have been named in the rental contract and who remain under your responsibility in accordance with, among others, the provisions of Article 1384 of the Civil Code, are authorised to drive the rented vehicle. In the event of the infringement of this provision, You shall be deemed as having no insurance and furthermore Europcar reserves the right to claim a "T&C Violation Fee" for each (sub) rental day and restrain You from renting a Vehicle in the future.



- b) for carrying passengers for hire or reward, unless express written authorization by Europcar (for instance for car sharing purpose),
- c) to carry a number of persons in excess of that mentioned on the Vehicle's registration certificate,
- d) for carrying inflammable and/or dangerous merchandise, toxic, harmful and/or radioactive products or those that infringe current legal provisions,
- e) 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,
- f) for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not,
- g) for transporting live animals (with the exception of pets and/or domestic animals, subject to Europcar's express written authorization),
- h) to give driving lessons, accompanied driving ("*conduite accompagnée*"),
- i) to push or tow another vehicle or trailer (except where the Vehicle You are renting is already fitted with a tow-hook when the maximum load will be 1,000 kilo),
- j) on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tyres or for the underside of the Vehicle, or for the Vehicle itself, such as beaches, unsuitable roads, forest paths, mountains, etc., which are not authorized and paved roads,
- k) to commit an intentional offence,
- l) for being transported on board any type of aeroplane, train or truck unless express written authorization has been given by Europcar. In order to demand authorization a mail should be sent to be-assurances@europcar.be within 72 hours before the transport initiates;
- m) Inside 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,

You will be liable towards Europcar for any detrimental consequence arising out of any infringement to the above mentioned obligations. Please be aware that failing to fulfil the abovementioned obligations imply the expiration of any limitation/exclusion of liability right possibly subscribed by You, with full liability for the damage and any other cost resulting from this. Likewise Europcar reserves the right to demand immediate return of the Vehicle, without prior notice, being that also the contracted optional insurance coverage and complementary services will be deprived of their effects. Europcar reserves the right to claim a T&C Violation Fee in the event of an infringement to the abovementioned provisions.

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

The basic rental charge includes the following mobility services:

| Mobility services Europcar Belgium |
|---|
| Technical assistance to the Vehicle |
| Automobile Third party liability |
| Collision Damage Waiver ('CDW') |

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| |
|---|
| Theft Waiver ('TW') |
| Limited Mileage selected during the booking |

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

Depending on Your country of rental Europcar offers You several additional services as follows:

| List of products / services Europcar Belgium |
|--|
| Baby seat / Booster seat |
| Additional driver |
| Young driver (younger than 25yrs old) |
| One way (authorization to collect and return the Vehicle in two different stations) |
| Refuelling Service |
| Full Tank Option |
| Additional rental days |
| Insurances / other protections |
| Pick up and return out of hours for airport & railway stations (After hours) |
| Navigation System |
| Winter Equipment (Winter Tyres & Winter Socks) |
| Other equipment & accessories |
| Vehicle Cleaning Service (if the Vehicle was returned "dirty" i.e. in a cleanliness state that does not result from normal use with utmost care) |
| Loss (or theft) or defect of the Vehicle Keys |
| Breakdown due to misfuelling |
| Tyre puncture |



Delivery & Collection of the Vehicle by Europcar

ARTICLE 8 WHAT IS INCLUDED IN THE PRICE I 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 prices of Your rental will be those in force at the time of booking or at the time You make any subsequent changes to the booking.

The price You will pay comprises the following costs:

- The daily rental charge for the Vehicle for the agreed number of calendar days (this will include the standard mobility services)
- Any other mobility services You choose to add at Your further cost
- Additional costs due to exceeding the Limited Mileage (maximum allowed kilometres as mentioned on Your rental contract)
- VAT
- Any additional fees that are linked to You personally (for example: Your age (if You are a young driver...)).

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

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

- **The Deposit.** In addition to the rental price En plus du prix de location (that You have prepaid during the booking or that You will pay at the pick-up time or at the check-in) Europcar is requiring You to leave a deposit. The deposit takes the form of a bank pre-authorization. If you have booked your Vehicle by remote means of communication (website, mobile application or phone), the deposit amount is recalled in the confirmation email that You will have received following your booking. In any case, the deposit amount will be reminded at the Europcar station.
- When You arrive at the rental location, You will be asked to leave a deposit for your rental. The deposit amount will be authorised on your credit card but not debited from your account. The deposit is intended to cover additional rental costs. The deposit amount is: €300 (or £250). If you have not already paid for your rental at the time of booking, then the price of the rental will also be authorised on your credit card. In this case, the total amount authorised on your credit card will be: Rental price + 300 € (or £250)
- Europcar may also charge You for various services that Europcar will have to perform relating to incidents that may have occurred during the Hire Period and/or how You used the Vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Tariff Guide attached to Your confirmation email and are available on our website (<https://www.europcar.be/en/terms-and-conditions/europcar-rates>)
- Such charges and fees include without limitation:



- 1) Administration fees for handling fines or other sanctions. Europcar is authorized to recover any cost (in the broadest sense) that Europcar incurred or has to incur (or any cost billed to them by a third party) in relation to the further processing and recovery of fines and taxes that were a direct or indirect result of Your utilization of the Vehicle during the rental period (as specified in article 5.4) from You and/or the Driver, including but not restricted to: lawyer's fees, bailiff's fees, taxes, administrative fees, legal amounts for the intervention of a lawyer or other to recover these fines and taxes.
- 2) Cleaning fees for a Vehicle returned in an unacceptable (other than the contractual use) and/or dirty state;
- 3) Charges for lost or stolen keys;
- 4) **"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 in this respect can be limited according to the type of protection You have elected to take out (please refer to the Europcar Insurance and Protection guide attached to Your confirmation email or available at the Europcar branches);
- 5) Damage Administration Fees
- 6) All and any fuel used during the Hire Period and a potential Refuelling Service Charge;
- 7) Additional mileage over and above the mileage that is included in the rental charge (if any);
- 8) The following additional specific fees and charges: (1) extra charges linked to the rental made in stations located in airport or rail stations, (2) the cost to return the Vehicle to a Europcar station other than the one from which You departed, (3) costs for the extension of Your rental
- 9) Eco surcharge

ARTICLE 10 WHAT SHOULD I PAY ATTENTION TO WHEN I PICK UP THE VEHICLE / WHEN THE VEHICLE IS DELIVERED?

a) Pick Up

When You pick up the Vehicle from Europcar You will be asked to sign among others a section on 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 to it. You will have an additional term of 24 hours following the time of pick to report (hidden) defects or damages to the Vehicle not described in the Rental Agreement (other than those caused by You and/or the Driver. 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 is noted by You and the Europcar agent when the Vehicle is inspected by both parties at the time of its return.

The rental contract incorporates a description of the vehicle's condition at the time it is issued You; You need to check the compliance of this description with the actual condition of the vehicle and to jointly set out any damages and/or apparent defects that were not previously included, prior to taking possession of the vehicle. Failing this, Europcar shall be deemed as having issued a vehicle to You that fully complies with the description provided in the contract so that the cost of repairs for any observed damage to the rented vehicle upon your return and not provided for in the contract will be at your cost, subject to, where appropriate, the type of insurance cover you have taken out.



Any vehicle owned by Europcar is always provided to You with a full tank of fuel, the appropriate fluid and lubricant levels and equipped with a spare wheel with a new tyre or a repair kit, the standard tools and legal vehicle documents.

b) Delivery by Europcar

When a Vehicle is to be delivered within 60 minutes after the rental station's opening hour, You silently agree that Europcar delivers the Vehicle on the working day before the departure date. You are to take possession of the Vehicle no earlier than on the exact date and hour mentioned on the rental contract. Any infringement to this provision, will result in you being not insured and/or protected by any of the insurances/protectations You signed for.

The Vehicle should be inspected immediately by the driver who takes possession of the Vehicle or by the company's Fleet responsible. In the event of a delivery, Europcar allows You a period of 24 hours (starting from the date & hour of departure, as mentioned on Your rental contract) to communicate any damage that is not mentioned on Your rental contract. This communication to modify the statement of departure can be done by mail (statementofdeparture@europcar.com), text message (3945) or by phone (to the station of departure). After this period, You will be held liable for any damage to the Vehicle that is not listed in the statement of departure as mentioned on Your rental contract.

ARTICLE 11 WHAT PROCEDURES ARE BEING APPLIED WHEN RETURNING THE VEHICLE?

a) Return of the Vehicle during the opening hours of the rental station

You should return the Vehicle to the Europcar branch on the date and at the time shown on the Rental Agreement. Any unauthorised return of the Vehicle to another Europcar agency ("One way") may lead to You being charged for a One Way penalty fee. Please consult with the Europcar station of pick up.

The Hire Period will end when You return the Vehicle to the Europcar branch and hand the Vehicle keys to a Europcar agent. Europcar will not refund You if You return the Vehicle earlier than the date mentioned on the Rental Agreement.

When You do return the Vehicle to Europcar You must take the opportunity to inspect the Vehicle together with the Europcar agent and countersign a Statement of Return (damage) report.

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

b) "Out-of-office hours" return policy

Europcar recommends returning the Vehicle during the opening hours of its stations. If You do opt for an "out of hours" return, You accept that the Statement Of Return (damage) report can be drawn up by the Europcar agent without your presence.

You are to declare any incident and/or Damage that affects the conditions of the Vehicle on the document that will have been hand in to You to that matter when You picked up the Vehicle. Depending on the available systems and the information that You will have received from Europcar, this document must be left inside the Vehicle or returned with the keys in the "keys drop off box" provided for that effect.

Please note that your Rental Agreement does not automatically end when You drop off the keys: the Vehicle will remain on the parking space where You will have parked it until opening of the Europcar station that will proceed to

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the inspection of the Vehicle and close your Rental Agreement. Therefore, Europcar reminds you that you must park the Vehicle on an area provided for that purpose and in a manner so that the Vehicle is not a danger to others or hamper traffic as aimed 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 station – Europcar recommends You to take photographs of the Vehicle damage in order to obtain proof of the state of return of the Vehicle once it is parked and before the drop off of the keys.

Europcar shall have no liability for any loss, theft, robbery or damages of any nature, related to objects and, or tools transported or that may be found in the Vehicle, namely including luggage and, or goods, unless it is proven otherwise.

c) Return of the Vehicle during the opening hours of the rental station without your presence

If you are unable and/or refuse to inspect the Vehicle together with the Europcar agent or its representative, Europcar is authorised to inspect the Vehicle itself without your presence and to register your impossibility or refusal of a contradictory inventory.

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

d) Collection of the Vehicle by Europcar

In the event of a Vehicle collection by Europcar, You silently agree to have the Vehicle inspected by a Europcar representative at the time of the restitution of the Vehicle keys. Please not that You remain liable for any damage to the Vehicle until the keys are handed over to a Europcar representative. You (or your fleet responsible) or the assigned Driver must take the time to inspect the Vehicle with a Europcar representative at the time of the collection.

To speed up the collection, You are requested to address Europcar by:

- text message to 3945 with the following message "The vehicle with plate <plate nbr> can be picked up at <address>"
- by mail to the station of departure

e) 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 without there being any news regarding the delay in its return, Europcar shall regard the Vehicle as having been unlawfully appropriated and will be entitled report this to 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 Overdue Fee per extra day, unless You can demonstrate that You have no longer the disposal of the Vehicle through no fault of your own or that the non-restitution of the Vehicle resulted through no fault of Your own. Europcar may also claim from You all compensation for all Damage and losses suffered by Europcar and all 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 other circumstances relating to a breach or criminal offence.

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



ARTICLE 12 DAMAGE TO THE VEHICLE

In the event of differences between the state of the Vehicle as described upon check out and that identified upon return, You may Any other damage not included in the abovementioned Recommended price list and/or other more Serious Damage (substantial Damage impairing the delivery of the Vehicle have to pay the amount as defined below.

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 the 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 if it is qualified as Light Damage or not:

- Light Damage (minor insubstantial damage caused to the Vehicle without altering its delivery to the rental and permitting its movement in accordance with the provisions of the Highway Code such as, for instance, without being exhaustive: small scratches; light impacts on windshield) is charged according to the Light Damage Prize List (available in any Europcar station and on our website) along with damage administration fees.
- More substantial damage (or Light damage not included in the abovementioned price list) such as, for instance, without being exhaustive: motor seizure, damage to the undercarriage, ...) will be evaluated by an expert and charged according to the expert's report or by a cost estimation made by an independent auto-repair garage. Please note that depending upon the damage to the Vehicle and the type of protection You have subscribed to with Europcar (see the *Europcar Insurance & Protection Provisions* (ref. Appendix 1) You may or may not be charged for the full amount.

If You contest Damage and the invoicing thereof by refusing to sign the statement of return of the Vehicle, Europcar will apply the procedure described below (see article 13b).

Where the circumstances involve Third Parties, it is important that You duly complete and sign an accident report providing us full details of both the incident or 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) working 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 la Schedule of Recommended Tariffs.

b) Damage identified in Your absence.

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

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

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



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

c) Common rules

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

In any case, You will be able to challenge any damage and the invoicing thereof by acting pursuant to the provisions of article 22 "What happens in case of a dispute related to my rental?"

d) Exceptions

- 1) Damage incurred to the rented vehicle owing to a depression in the roadway or the condition of the roadway, as well as damage to the engine, gearbox or other mechanical components of the vehicle following impact to the vehicle's chassis shall be at your cost, even if you have signed for one of the additional protections.
- 2) The cost for repairing damage incurred to the roof and/or upper sections of our rental vehicles, as well as any other damage caused to the same vehicles if such damage is a direct result of impact to the roof and/or upper sections of the vehicle shall be at your cost
- 3) In the event of damage to the vehicle resulting from a gross negligence or an intentional act made by you or by the approved drivers or by a representative of yours, you shall automatically forfeit the benefit of any insurance cover and you will be held liable for the total amount of the damages despite the protections you have signed for
- 4) Any damage incurred to either the interior or exterior of the vehicle owing to an act of vandalism shall be invoiced to you, for the actual cost of the repairs to be carried out on the rented vehicle, unless you have submitted a report to the police authorities within a period of 3 days, in which case the damage that may be claimed by Europcar shall be capped at the amount of the contractual deductible, increased by administrative costs. You may not hold Europcar liable in the event of the disappearance or deterioration of any equipment or items that belong to you and/or any passengers you have transported that have been left behind in the rented vehicle.
- 5) Damage to the rented vehicle caused by natural forces shall be borne by Europcar, on condition that you pay the deductible set out in the rental contract. This includes damage caused directly and exclusively by floods, hail, volcanic eruption, earthquakes, falling rocks, landslides, avalanches, snow pressure, snow or ice drifts, hurricanes, typhoons or tsunamis.
- 6) The rented vehicle is only insured for the duration of its rental period as indicated in the contract; following this period, unless an extension of the contract term has been duly authorised by Europcar, in accordance with the provision of article 2.1, you shall be held liable for all financial and other consequences and for any incident affecting the rented vehicle, including the theft of the vehicle. Following any extension period of the initial contract, if the vehicle is not returned to Europcar within the given time, you shall be held fully responsible for any incident affecting the vehicle, whether this involves an accident or theft.
- 7) The driver of the rented vehicle, whether this is you, an approved driver or any other person, shall not be covered by any insurance in the case where said driver is not a holder of a valid driving licence on the incident dates, or moreover is in a state of drunkenness, sleepiness, extreme fatigue, alcoholic or narcotic intoxication or under the influence of other substances that influence the driving ability and responses at the time of the incidents.

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- 8) Europcar disclaims any responsibility with regard to accidents involving third parties or with regard to damage inflicted upon a third party vehicle and for which responsibility is incurred by you during the rental period in the case where you have provided Europcar with false information relating to your identity, age, address, the validity of your/their driving licence etc., in such a case, Europcar may invoice you for all of the financial damage it has suffered resulting from such conduct

Europcar reserves for each of the above cases are attributable to the duty of the administration costs for damage, the price listed is in our "Europcar rates" under the report Damage Fee (DAF).



ARTICLE 13 WHAT IS EXPECTED OF ME REGARDING THE 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 should 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 interventions on the Vehicle are forbidden without Europcar's prior authorization. Should this rule be breached, you must bear the duly justified costs of restoring the Vehicle to the condition in which you received it, and pay a sum as compensation for the immobilization of the Vehicle, the immobilization of the vehicle, which will be calculated determined on the basis of the following criterion: extra rental day(s) + towing/transport costs + storage costs.

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

ARTICLE 14 WHAT SHOULD I DO IN CASE OF ACCIDENT OR MECHANICAL BREAKDOWN?

In case of mechanical breakdown or accident which prevents you from continuing your travel and/or obliges you to stop the Vehicle to prevent any breakdown, you are provided with an assistance service, included in the price of your rental.

In the event where the initial rented vehicle becomes immobilised due to a mechanical breakdown or accident, you may not carry out, at your own initiative, any repair to the Vehicle, except with prior, written agreement from Europcar and in accordance with the instructions of the latter. In this case you will need to submit a quotation for the repairs to Europcar. In case of a non-authorized repair at your own initiative, when you fail to respect the prescriptions mentioned in this article, Europcar reserves the right to invoice you for the full amount of the damage, inflicted on the vehicle, even when you signed for one or more of the insurances.

In case any incident occurs whereby it rental vehicle was involved, such as an accident, theft or fire (even if no third party(ies) are involved) or accident, as soon as You will have been aware or You will have the capability and within five (5) business days at the latest, You shall report the accident to the Europcar pick-up station and, if necessary, the local police authorities and file an amicable declaration of motor vehicle accident.

- a) Informing Europcar, within 3 days of its occurrence of any event effecting the rented vehicle, such as an accident, theft or fire, even partial, even if no other party is implicated and by immediately informing the police authorities of any accident involving the vehicle that has caused bodily harm to its passengers or third parties, as well as any acts of vandalism or suspected fire affecting the rented vehicle or the theft of the latter etc.
- b) Describing in a European accident statement to be returned immediately to Europcar, the date, place, time and the circumstances of any accident; the damage to the rented vehicle, the identity and address of any witnesses, the identity and address of the owner of the vehicle, the third parties involved and the driver, the licence plate number and the identity and civil insurance policy number of the third party vehicle.
- c) Attaching to the statement as stated in point b) above, the original or at least a copy of any police records that may have been established or any other witness statements.
- d) Not discussing in any way the liabilities of any incident of whatever nature and not making a compromise with anyone as regards the consequences arising from an incident.
- e) Not abandoning the rented vehicle when an immediate breakdown service cannot be arranged, unless informed in advance that such abandonment does not constitute a danger.



In the event of non-compliance of the above provisions of this article, in the event of the hijacking of the rented vehicle by you or one of your drivers, in the event of a hit-and-run offence or in the event of a deficient collaboration or an incomplete, fraudulent or late declaration, Europcar reserves the right to invoice the entirety of the financial damage it has suffered to you, even if you have taken out one of the additional insurance covers as set out in our Insurance & Protection Provisions.

In those cases, you should call the assistance service on the following service number: from Belgium & Luxemburg: 0800 13 091 and from abroad 0032 2 660 03 62.

In the event of the occurrence of an accident or mechanical damage for which responsibility is demonstrably incurred by you or an approved driver, whether or not the latter were driving the rented vehicle at the time of the incidents, for example if the vehicle had been entrusted to an unauthorised third party, or indeed on the basis of the provisions mentioned above, you shall be invited by registered postal mail to jointly assess, on a date, time and place to be determined by Europcar, the damage incurred to the rented vehicle, accompanied if desired by an appraiser of your choice qualified to carry out this type of assessment.

In case of theft of the Vehicle, You shall provide Europcar with a copy of the report of theft filed before the local police authorities within two (2) business days with the keys and official papers of the Vehicle if those have not been stolen.

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

You will receive a final invoice once all elements of Your rental have been settled. You will pay or be charged the full amount in one or in several lots depending on the situation.

- If You book a Vehicle online:
 - You may decide to prepay for what You have chosen, for example, the daily rental charge of the Vehicle and accessories for the Hire Period and for any additional mobility services. Your means of payment will be debited by the agreed amount but You will not receive an invoice for that prepayment. However, the prepayment will be mentioned on the final invoice and deducted from the total amount (still) to be paid.
 - If You decide not to prepay You will be charged at the Europcar renting branch when You pick up Your Vehicle for 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 pick up the Vehicle. The cost for this will be shown on the Rental Agreement and will be agreed with You before You sign the document. Any additional fees or charges will be charged when You return the Vehicle (if they can be calculated at that time) or if You have incurred extra costs such as fines or tolls or caused damage to the Vehicle then Europcar will charge You at a later date, together with any associated administrative charges, when Europcar becomes aware of them once the Hire Period has terminated.
- The final invoice with all charges will be send to You electronically. If You refuse to receive your final invoice electronically, You can opt to receive a paper invoice without any additional costs.
- If the due date of payment shown on the invoice has expired and **if You are not a Consumer** (as defined by the applicable law) You will be automatically liable without being formally put in default, for late payment penalties of a rate equal to the interest rate applied by the European Central Bank's refinancing operation increased by 10 percentage points, and the allowance of recovery under the conditions referred to in the Law of 2 August 2002 regarding the prevention of late payments in business transactions (*Belgian Official Gazette 7 August 2002*).
- If You are a Consumer, You explicitly agree:
 - that failure to make a single payment when due, or delinquency of payment after being formally put in default (by receiving a written notice by registered letter demanding payment remaining unanswered



- for 15 calendar days) shall entail immediate maturity of all outstanding bills, and the cancellation by right of the Rental Agreement without any court intervention being required or indemnity payment by Europcar being due, and
- that Europcar has the right to demand immediate return of the Vehicle.

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

a) Modifications

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 You modify Your booking and You should always use the same communication channel that You used when booking the Vehicle in the first place. Alternatively, You can contact our Reservations Call Centre on T 02/348.92.12 | F 02/344.12.13 | Reservations@europcar.com

b) Cancellation

- If You have prepaid Your booking online:
 - 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.
 - If You cancel giving Europcar less than 48 hours' notice, the prepaid amount will be refunded less a late cancellation fee for which you can retrieve the cost in Europcar's Tariff Guide
 - If You have not cancelled and fail to come to the Europcar station to pick up the Vehicle, the prepaid amount will be refunded less a "no show" fee for which you can retrieve the cost in Europcar's Tariff Guide

For the purpose of this section, cancellation of the booking or failure to pick up the Vehicle due to Force Majeure means that You are prevented or delayed by reason of war and other hostilities civil commotion, accident, lock-outs, trade disputes, embargoes or restraints of governments restrictions of imports or exports or any other cause or circumstance beyond Your reasonable (direct or indirect) control.

- If You have not prepaid Your booking online:
 - You may modify or cancel Your booking free of charge up to the time of pick up.
 - If you not cancel your booking and fail to collect the Vehicle at the time of pick-up, a no show fee will be charged for which you can retrieve the cost in Europcar's Tariff Guide

ARTICLE 17 WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?

In case You want to extend the Hire Period shown on Your Rental Agreement You should take the following steps:

- Call our Customer Service;
- Go to the Europcar station of check out;
- Carry out a check of the Vehicle together with a Europcar agent;

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- Pay the rental as well as any additional charges;
- Sign a new Rental Agreement.

If You don't comply with the abovementioned conditions and keep the Vehicle, Europcar will charge You with an additional fee of EUR 50 for unauthorised extension plus the applicable rental rate. Europcar will also have the right to take any legal actions to demand immediate return of the Vehicle, without prior notice, being that also the contracted optional insurance coverage and complementary services will be deprived of their effects.

ARTICLE 18 WHAT IS THE FUEL POLICY?

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

All Vehicles are supplied with a full tank of fuel. 3 situations may then arise:

1) Full to full

- Europcar provides You with a Vehicle with a full tank of fuel.
- You return the Vehicle with a full tank of fuel.
- You pay nothing for either refuelling charge or fuel.

2) Refuelling charge

- If You have not taken up the full tank option and the Vehicle is not returned with a full tank of fuel, You will be charged for twice the cost of the missing fuel (for which the prize is displayed in our rental stations)

3) Full Tank Option

- At pick up You pay for the price of a full tank of fuel. The cost of this will depend on the Vehicle category.
- You may return the Vehicle with whatever fuel is left in it. Whilst Europcar will not charge You for refuelling the Vehicle Europcar will not reimburse You for any unused fuel.

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

When You pick up the Vehicle, You grant a credit card authorization for a deposit. The deposit is intended to cover additional rental costs.

If You have paid for your hire in advance, the amount of the deposit is EUR 300 (or the equivalent in local currency). If You have not already paid for your rental when You made the reservation, the rental cost will also be charged to your credit card. In this case, the amount charged to your credit card will be the rental cost plus EUR 300 (or the equivalent in local currency).

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 Hire Agreement. Please note that for advance rentals, if you subsequently make additional purchases at the desk, the amount of these additional sales shall be added to the sum of the deposit and this amount shall be deducted from your bank account.

The deposit shall be released at the end of your Hire Agreement if no other costs are payable within 8 working days.



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

If You are a foreign hirer holding a Visa or MasterCard credit card (with a base currency other than Euro) You can benefit from the currency conversion facility into the card's base currency when paying for Your rental. The Europcar agent offering this facility to You will enter Your reply into the system and the Rental Agreement will specify the option chosen. In that case, Europcar will take care of the currency conversion.

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 given Your final invoice in Euros.

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

ARTICLE 21 WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA?

Europcar may use any information You have given Europcar, including the details of any named Driver, for the purposes of Your rental to verify identity, collect payment, monitor fraud and deal with any issues before, during and after the Hire Period.

Europcar will obtain information from third parties concerning You and/or any named Driver to decide whether to rent a Vehicle to You. Before Your rental starts Europcar will check Your identity and that of any named Driver by carrying out an identity check. This identity check will leave an electronic note or "footprint" on Your record but will not affect Your credit rating; it is not used as part of the credit vetting process and the information is not sold to third parties.

Europcar may give the personal details on the Rental Agreement, and details of Your performance of obligations under this Rental Agreement, to credit reference agencies, DVLA, HM Revenue & Customs, the police, debt collectors (including solicitors) and any other relevant organization.

Europcar may also give the personal details to the [British Vehicle Rental & Leasing Association ("BVRLA")], who may pass the details on to any of its members to help such members decide whether they will accept You or any named Driver as a customer. Our data protection policy is available on: www.europcar.be.

Europcar collects and processes data in order to provide You with vehicles rental services and for marketing purposes such as special promotions and loyalty program. You have the right to oppose free of charge against the processing of Your personal data for direct marketing purposes.

You are informed of any information that must be collected by Europcar whether in station or via an asterisk online. The recipients of such data are only companies that are part of the Europcar Group as well as franchisees. Some of the recipients of the collected data may be located in countries where legislation concerning personal data does not provide a sufficient level of protection equivalent to Belgian law standards and the rules and guidelines of the Belgian Commission for the Protection of Privacy. However the transfer of data to a country with an insufficient level of protection is authorized based on the exception of "the performance of a contract between the data controller and the data subject, or of pre contractual measures taken in response to the data subject's request (Article 22 §1, 2° of the Act of 8 December 1992 regarding data protection).

Based on this You have a right to access, rectify and delete data concerning You. You may perform this right by sending Europcar a letter at the following address: Europcar Belgium, Weiveldlaan 8, 1930 Zaventem, Brussels, Belgium.

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

Furthermore, as Europcar is a member of the Rental Branch of the "Conseil National des Professions de l'Automobile (CNPA)", some data, linked to the Rental Agreement, can be passed on with a view to being shared amongst companies members of this Branch, enabling them legitimately to decline any further rentals. In accordance with the proceedings of the CNIL No. 2006-235 of November 9th 2006, You will be informed in advance if You are concerned by such measures and will be entitled to oppose such inscription, to access, to rectify and delete Your personal data by contacting the Rental Branch of the CNPA (50 rue Rouget de Lisle – 92158 Suresnes Cedex).

By accepting the present T&Cs, You expressly acknowledge having granted your explicit consent with the abovementioned Europcar privacy policy.

ARTICLE 22 WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?

Applicable law

In case of dispute between You and Europcar regarding Your rental, the applicable law will be the law of the country of the pick up of the Vehicle. For instance, if You are a Belgian citizen and You pick up the Vehicle in Belgium, the applicable law will be Belgian law. However, if You hired a Vehicle whilst in Germany then Your rental will be subject to German law.

Customer service

Wherever Your rental took place You can choose to consult with the Customer Services department in Your country of residence. Your Customer Services team will contact the country of rent on Your behalf and try to resolve Your query. You can contact Customer Services at the following addresses and telephone: Europcar Customer Services, Weiveldlaan 8, 1930 Zaventem T 02/709.71.15 | F 02/709.71.20 | customer.servicesbelgium@europcar.com

Notifications

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

Settlement of disputes

If the country of rental and Your country are different You can also choose to submit Your claim to the European Car Rental Conciliation Services.

Jurisdiction

Finally or alternatively, either You or Europcar can submit the case to the competent court which is either the courts of Your main residence or the courts of the country of rental.

Contractual documents

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

- The Rental Agreement;

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- These T&Cs and their appendix,
- The Europcar Insurance and Protection Provisions (Appendix 1),
- the Tariff guide,
- The confirmation email that You receive when booking a Vehicle.

ARTICLE 23 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.