

# Europcar

moving *your* way

## TERMS & CONDITIONS

### **A General information**

The rental terms and conditions will apply all persons named in the rental agreement which are liable for all costs due under the contract. Any legal entity or physical person is legally capable of entering into the agreement with the Lessor and to accept responsibility for the vehicle throughout the rental period. The Lessor accepts cash payment in local currency and non-cash payments Visa or MasterCard.

### **B Requirements before rent**

Required documents by the Lessor for rental agreement are a valid driver's license with a minimum period of 1 year, passport and a credit card. If the Lessee allows an unauthorized physical person to drive then this is considered as a breach of the terms and conditions and the Lessee will be held responsible for any consequences that may arise. Insurance does not apply to an unauthorized driver.

### **C Deposit**

In addition to the rental cost, the Lessee is requiring a leaving deposit. The main function of the deposit is the careful treatment of the vehicle and observance the rules of the road. The Lessor accepts Visa or MasterCard and block amount is determined by various such as the category of Vehicle, the Hire Period and any other mobility services that the Lessee may order for at pick-up time. If additional costs are not identified, the deposit will be unlocked within two weeks from authorization.

### **D The duties of the Lessee**

The Lessee guarantees that he has the right to drive a vehicle as a subject of the rental agreement in accordance with the current legislature and does not have any physical or mental diseases preventing driving a vehicle. The Lessee to require provision to him of the keys, technical passport and the power of attorney issued for the favor of the Lessee for driving the vehicle and other documents necessary for use of the vehicle. The Lessee shall be obliged to lay all claims to the defects revealed during acceptance of the vehicle. All revealed defects should be indicated by the Lessee in the agreement before acceptance of the vehicle. The Lessee shall provide safety of the vehicle during the rental period. The Lessee should not carry in the vehicle passengers exceeding the number provided for in the technical indicators of the vehicle. If the vehicle is not under operation, the vehicle should be locked and alarmed. All windows, doors, hatch, hood, fuel tank, boot lid, and drop head should be closed. The Lessee is responsible for following maintenance of the vehicle as well as on purchase of the necessary type of fuel, maintenance of the required level of the windshield, washer liquid, inspection and maintenance of the required level of engine oil, pressure in tires and level of cooling liquid. If the Lessee decided to extend the rental period agreed by the rental agreement for use of vehicle, the Lessee should inform the Lessor in this respect immediately and to pay rental for additional period during which the vehicle will be kept by the Lessee. The vehicle shall not be used in any race test or competitive event, outside of Azerbaijan Republic without the Lessor written permission, under the influence of pharmaceuticals decreasing attention and perception reaction time and when intoxicated, for the transportation with breach of customs rules or by other illegal way as well as for any other purposes contradicting the applicable legislation of the Azerbaijan Republic. The Lessee shall not be entitled to perform any repair works without the written consent of the Lessor. The Lessee shall be obliged to inform the Lessor about all cases of damage of the vehicle or its abnormal operation as well as theft of the vehicle and its loss for other grounds. In case of threatened damage of the vehicle, the Lessee shall be obliged to terminate to operate the vehicle. The Lessee is obliged to return the vehicle in a clean form. In case of returning the vehicle polluted Lessee pays the cost of washing or dry-cleaning with rates applicable by the Lessor.

### **E Responsibilities in case of traffic accident**

In case of any accident, the Lessee shall be obliged to call traffic police and assistance service immediately, receive police report with the detailed list of damages caused and provide the Lessor with all required documents within 3 days. The Lessee shall compensate the Lessor for the damage to the amount to be determined by the Lessor if damage or losses of the vehicles are caused by circumstances not being the insurance cases or if the Lessee does not observe the terms of the rental agreement. In case of any technical defects which oblige the Lessee to stop the vehicle, the Lessee is provided with a road assistance service, included in the price of the rental agreement.

### **F The duties of the Lessor**

The Lessor hand over the vehicle to the Lessee based on the vehicle state act being an integral part of the agreement in the good technically working. The Lessor provides to the Lessee the keys, technical passport, the power of attorney issued for the favor of the Lessee for driving the vehicle and other documents necessary for use of the vehicle. When the vehicle is out of service, the Lessor shall be entitled to replace it with similar or other vehicles with the same options. The Lessor shall be entitled to terminate the agreement earlier and demand for immediate return of the vehicle if the Lessee violates any terms hereof of the agreement. The Lessor will provide the Lessee with a vehicle chosen by the Lessee or a vehicle similar in size and engine type.

## G Additional services

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The Lessor offers the various additional services that are not included in the price of your rental. List of additional services:

- °Baby Seat
- °Additional Driver
- °Young Driver / Senior Driver
- °One Way (the right to collect and return the Vehicle in two different stations)
- °Refueling service
- °Additional rental days
- °Insurances / other protections
- °Pick up and return out of hours
- °SAT Navigation
- °Delivery / Collection
- °Cross border

The Lessee will find all the information enabling him to understand the pricing applied for its additional services in the Europcar Recommended Tariffs Guide attached to confirmation email (if a rental reservation is made online) and available from Europcar station and/or on the Europcar website.

## H Insurance

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### Definitions:

*Abnormal use:* means that the use of the vehicle whilst the Lessee is in charge of does not meet with the requirements of the rental agreement and does not meet with the standards of driving that would be expected of a reasonable and prudent driver.

*Accident Report* means a full and complete signed statement which records all of the facts of an accident or incident as they occurred

*Baggage:* means the Lessor and passengers travel bags and suitcases and the personal effects and belongings they contain. Personal effects include valuables worth 250EUR.

Excess amount is a specified sum of money that, provided the Lessee have complied with the rental terms and conditions and have not committed a breach of any applicable laws, is the maximum amount the Lessor will charge the Lessee for the cost of any damage caused to the vehicle as a result of a collision during the rental period or its attempted theft.

Collision means the impact of the Vehicle with another fixed or moving body or object

Protection in the rental agreement applies to the means by which the Lessee financial liability for any damage to or loss of a vehicle is limited to the excess amount.

Third Party Liability insurance provides the Lessee with protection against liability for another party's claims for damage to his/her property max 2500 EUR. Third Party Cover is a mandatory legal requirement and it is, therefore, an integral part of the rental agreement. The cost of it is included in the rental charge.

Basic protection product limits financial exposure of the Lessee for damage caused to the vehicle whilst it is in his/her care, for loss of the vehicle if it is stolen or if it is damaged because it is subject to an attempted theft or the Vehicle is subject to an act of vandalism whilst the vehicle is left parked unattended during the rental.

This protection does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the vehicle by the Lessee or by any passenger.

This product protects the Lessee from liability for any amount greater than the excess amount for the following combined costs related to:

The cost of damage to or repair of the vehicle or its book value if it is not repairable and must be written off; and

Natural Catastrophes: The Lessee will be covered for the consequences of event qualifying as natural catastrophes as defined under Azerbaijan law. An excess, which is determined by Decree, will still be payable by the Lessee.

The Lessee will be financially liable for the full cost of the damage to the Vehicle if the damage is caused:

- ° By the willful acts of the Lessee; or
- ° By an explosion or fire in or to the Vehicle because the Lessee is using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle); or
- ° By negligence (which is behavior that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of the Passengers (for example but not limited to a fire caused by the use or disposal of cigarettes or cigars);
- ° Because the keys are lost or stolen
- ° If the vehicle is stolen or damaged because of the Lessee negligence or more specifically (but without limitation) as a result of keys being left in the Vehicle whilst it is unattended or having been delivered to an unauthorized person; the Lessee failure to use the anti-theft system appropriately, any failure by the Lessee to return the keys to the Lessor or if the Lessee left the Vehicle unlocked when he (or she) weren't using it.

Comply with terms and conditions and all applicable law and traffic regulation when the Lessee is driving the Vehicle. Notify the Lessor within 1 hour of the date on which the incident took place and, in any event, before the end of the rental period. The Lessee must also return to the Lessor a full and complete Accident Report or any other document which the Lessor believes will be useful in support of it.

The Lessor will calculate the average cost of light damage from the table matrix that can be found at pick-up stations. If the damage is not listed in the table matrix (because it does not fit in with what is considered to be 'light damage' or it is not feasible to calculate the average price) then an independent expert will evaluate the damage cost which may be as much as the full book value.

Glass, lights and tire protection product will apply to any damage that occurs to glass (excluding sunroofs or panoramic roofs), lights or tires in circumstances of the normal use of the Vehicle during the rental. If, and only if, such damage occurs as a result of a collision then the cost to repair or replace glass (including sunroofs or panoramic roofs), lights or tires will be covered by the collision damage protection.

If during rental any glass or lights on the Vehicle are broken or any tires on the Vehicle are damaged and the Lessee has not purchased this protection then the Lessee will be liable for the full cost of the damage that is incurred by the Lessor.

Personal accident protection product the Lessee can claim for the financial cost of any of the following potential consequences resulting from the Lessee death or injury in a collision that occurs when the Lessee is driving the Vehicle. Provided the Lessee have not committed a breach of any applicable laws (including any relevant road traffic regulations and, in particular, relating to the wearing of seat belts and not exceeding the official passenger capacity of the vehicle – for instance if 7 people are injured in a 5 seater vehicle then the Personal Accident protection will simply not apply at all) then the Lessee will be entitled to the protection up to the indemnity limit which is 2500 EUR. However, if the Lessee didn't comply with those laws or regulations then the insurer may refuse the cover altogether or, if it can be shown that the Lessee was partially responsible for the level of injury the Lessee suffered in the collision or incident, it may seek to reduce its liability for the costs.

Basic protection is included in the quoted rental price. It limits the financial liability to the Lessee in case of damage of the vehicle caused by collision, theft or attempted theft. The excess amount for Basic Protection varies depending on the vehicle category chosen. Basic protection is mandatory for rental. Other protection products are available to the Lessee for an extra charge.

Medium protection reduces financial liability of the Lessee in case of damage to the vehicle as a result of collision, theft or attempted theft. Medium protection package also protects the Lessee in the event of damage to the windscreen, headlights or tires. It also includes personal accident protection that provides indemnity for drivers and people in the vehicle in case of bodily injury or death.

Premium protection package waives financial liability of the Lessee in case of damage to the vehicle, windscreen, mirrors, headlights or tires as a result of collision, theft or attempted theft. It also includes personal accident protection, covering drivers and passengers in the event of bodily injury or death. Also covering personal effects in the event of lost or damaged luggage.

#### **I Damage management**

Depending on the type of protection the Lessee bought for the rental, the Lessee may not have to pay for the damage, or the Lessee may only be partially liable. See the Insurance provision in the terms and conditions. If the Lessee identifies some damage with the Lessor on returning the vehicle, the Lessee can acknowledge the damage by signing the agreement. The Lessor will then provide the Lessee with an invoice describing the repair costs plus an administration fee for the treatment of the damage that will be charged to the Lessee. Repair costs vary depending on the type of damage:

Interior cleaning – 30EUR up to 100EUR

Head restraints – 70EUR up to 350EUR

Seats/Covers/Doors Lining/Door Cover – 100EUR up to 450 EUR

Mats – 30EUR up to 150 EUR

Radio/CD Player/ Multimedia screen – 300EUR up to 1500EUR

Exterior dent no paint less than 2cm – 50EUR up to 100EUR

Exterior dent plus paint less than 2cm – 80EUR up to 160EUR

Scratches less than 2cm – 50EUR up to 150EUR

Exterior dent no paint more than 2cm – 80EUR up to 200EUR

Exterior dent plus paint more than 2cm – 120EUR up to 300EUR

Scratches more than 2cm – 80EUR up to 200EUR

Scratches more than 2cm – 80EUR up to 200EUR

The actual cost of the damage will be influenced by the make and model of the vehicle the Lessee is renting. More substantial damage impairing the use of the vehicle and requiring its temporary immobilization, such as bodywork damage will be evaluated by an independent expert and charged according to the expert's report or cost estimation made by an independent auto-repair garage. Administration fee 50 EUR will be added to the total amount.

If the damage is identified upon the return of the Vehicle when the inspection is made, in the Lessee presence and in the presence of the Lessor, and if the Lessee acknowledges the damage by signing the statement of return of the Vehicle, the Lessee will be charged the agreed excess amount upon end of the hire.

If the Lessee contests Damage and the invoicing thereof by refusing to sign the statement of return of the Vehicle, the Lessor will apply the procedure described below Damage identified in your absence.

If damage is identified during the inspection of the Vehicle by the Lessor or its representative without the Lessee presence, the Lessor will send the following documents:

- Statement of return of the vehicle describing all damage identified

- Pictures of the Damage

- If possible an estimate of the costs of repair that will vary depending on the nature of the damage.

The Lessee will be able to challenge Damage identified and the invoicing thereof within seven (7) days after the sending (by email or regular letter) of said documents.

If the Lessee fails to challenge or cannot justify the damage within the above mentioned period of seven (7) days, the Lessor reserves the right to invoice you the cost of the repairs identified.

#### **J The rental price includes**

The basic rental charges include third party liability, basic protection with a deductible amount depending on the product which added to the rental agreement and technical assistance in case of impairment of the vehicle working order not caused by the Lessee. The price the Lessee will pay comprises the rental charge for the agreed number of calendar days including VAT.

#### **K Other charges**

In case of violation of the terms and commitment of actions deteriorating the vehicle, the Lessee shall pay the Lessor fines in the following amount:

In case of smoking in the vehicle - 40 EUR;

In case of wheel damage – full amount for a new wheel with the same manufacturer and size;

In case of loss of a key - 250 EUR;

In case of loss a plate number -250 EUR;

In case of loss a vehicle ID - 250 EUR;



Delivery and Collection charges in town - 15EUR / Included: 35KM / Charge per ADD KM: 0.2KM. Charges out of town - Amount: 110EUR / Included: 260KM / Charge per 0.2KM.

Unused rental days: If the Lessee decides to return a vehicle earlier than initially planned, the Lessor will not refund payment for unused rental days.

The penalties for traffic violations during the rental period: Each penalty has an administration fee of 10EUR.

The Lessee pays them fully.

At the time of vehicle's off-hire, the cost of any un-reported damage/s as well as damages with no police report/s would be fully charged from the Lessee.

#### **L Return policy**

The Lessee shall be obliged to return the vehicle at the place which was indicated in the rental agreement. The vehicle should be returned during the rental period specified in the agreement and in case of early termination of this agreement – immediately after its termination. On return, the Lessee shall be obliged to return all things transferred to it. By the agreement of the parties, the Lessee shall be entitled to return the vehicle to the Lessor at the other place than mentioned in the agreement. In this case, the Lessee shall be obliged to compensate the Lessor for all expenses incurred by it in connection with the delivery of the vehicle to the place determined. If the Lessee fails to return the vehicle at the same time stated in the agreement, the Lessor shall be entitled to file an application for theft of the vehicle to the bodies of the Ministry of Internal Affairs of Azerbaijan Republic. The Lessee shall be obliged to return the vehicle with the fuel margin not less than as of the rent start date.

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

The Lessor recommends returning the Vehicle during opening hours of its stations. However, to meet the specific needs of some of its clients, the Lessor offers, in certain stations, an additional "out-of-hours" service

If the Lessee option for this "out of hours" service, he accepts that the Vehicle condition report can be drawn by the Lessor without the Lessee presence and after the drop off of the keys.

Please note that the rental agreement does not automatically end when the Lessee drops off the keys: the Vehicle will remain on the parking space where the Lessee will have parked it until the opening of the station that will proceed to the inspection of the Vehicle and close Rental Agreement. Therefore, the Lessor reminds that the Lessee 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. The Lessee must also leave the vehicle registration papers in the glove box. Return of the Vehicle during opening hours with an inspection in your absence. If it is not possible to inspect the vehicle together, the Lessor is authorized to inspect the vehicle itself without the Lessee presence. The same procedure as the one described above will apply.

#### **M Fuel Policy**

The vehicle must be returned with the same amount of fuel as that started in the rental agreement. If the Lessee has not returned the vehicle with the same amount of fuel as it was at the time of pick-up, the Lessee will be charged with the cost of refueling 10 EUR excluding VAT plus an amount per liter shown on the day of return. There is no refund for unused fuel at the end of the rent.

#### **N Payments**

The Lessee shall pay the Lessor's services at the rates established by the Lessor and specified in the agreement. The services shall be paid on the date of transfer of the vehicle to the Lessee. In case of untimely return of the vehicle to the Lessor, the Lessee shall pay rent for the whole overdue period calculated in accordance with the agreement. Untimely return is a delay in the vehicle return for more than 1 hour. The Lessee shall pay the Lessor a pledge as of the date of conclusion of the agreement in the amount specified in the agreement in order to ensure the fulfillment of its obligations under the contract. The pledge shall be returned to the Lessee when it fulfills all its obligations under the contract. All payments under this agreement are made in AZN currency. All foreign credit cards incur a surcharge of 2.2% additionally to the amount charged.

#### **O Cancellations and No Shows**

Cancellation fees for prepaid reservations:

If the Lessee cancels 48 hours or more before rental is due to start, the paid money will be returned. If the Lessee cancels in the 48 hours period before pick-up, the money the Lessee has paid will be refunded, minus 50EUR (or the whole price of rental if a value is lower).

No-Show:

The Lessee will be charged 95 EUR in case of "No Show" (or the whole price of rental if a value is lower)

#### **P Settlement of Disputes**

All disputes arising out from the performance of the present terms and conditions shall be settled under the mutual negotiations of the parties.

In case of the impossibility of settlement of the dispute in the result of the negotiations, the dispute shall be settled by the relevant court of Azerbaijan Republic.

#### **Q Important conditions**

Making an order, the Lessee confirms that the Lessee has read and accepted terms and conditions.

The Lessor respects the Lessee's right and guarantees the confidentiality of the Lessee's data.

If the documents do not correspond with internal regulations and a credit card with insufficient funds to block the deposit, the Lessor has a right to refuse to the Lessee.

#### **R Final provisions**

The rental agreement has been drawn up in two counterparts having the same legal effect with the text of the rental agreement. Each party shall be given one counterpart accordingly.

Any amendments and modifications to the rental agreement shall be legally effective when drawn up in writing and signed by the parties and deemed to be an integral part of the agreement.

Either of the parties may terminate the agreement unilaterally by one day prior notice to the other party.

Termination of the rental agreement does not relieve the parties from performance of the obligations undertaken by the under the same agreement.

Payment of the fines based on the rental agreement does not relieve the parties from performance of the obligations undertaken by the under the same agreement.

All issues not regulated by the rental agreement shall be regulated based on the civil code of Azerbaijan Republic.