



1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement unless the context indicates otherwise:

1.1.1 “Additional Driver” means the person who, in addition to the Driver, is reflected on the Rental Agreement as being permitted by Europcar Zambia to drive the Vehicle;

1.1.2 “Additional Equipment” means equipment that is not factory fitted in the Vehicle, including but not limited to navigation equipment (GPS), baby seat, Mi-Fi routers etcetera;

1.1.3 “Claims Administration Fee” means an administration fee charged by Europcar Zambia in all instances where a claim needs to be processed in respect of any damages whatsoever, loss of or theft of the Vehicle;

1.1.4 “Client” means all of the persons whose names appear on the Rental Agreement as Client (including a corporate Client when applicable), Driver or Additional Driver;

1.1.5 “Damage” (in relation to the Vehicle and/or Third-Party Damage) means the actual costs, including but not limited to towing, transporting and storing the Vehicle, repairing any damage, replacing parts or accessories (without allowing for depreciation), paying an expert to inspect collision damage and report thereon (assessor’s costs), or any other charges incurred related to an incident of whatsoever nature, and includes a Total Loss when applicable;

1.1.6 “Day” means a period of 24 hours (or any part thereof), calculated from the time out as reflected on the Rental Agreement;

1.1.7 “Delivery” means the instance when the Client or his representative takes possession of the keys and/or Vehicle (including Additional Equipment if applicable) at the Renting Location, alternatively any other place stipulated in the Rental Agreement or the terms and conditions;

1.1.8 “Document Administration Fee” means a charge which is used to cover various expenses (including but not limited to issuing and storage fees of Rental Agreements, invoices, and other original documents reflected in the Rental Agreement);

1.1.9 “Driver” means such person who is reflected on the Rental Agreement as being permitted by Europcar Zambia to drive the Vehicle;

1.1.10 “Driver’s licence” means a valid code B (B - BE) licence, Code C (C1 - CE) licence or international driver’s licence issued by the applicable authorities.

Code B – standard range of vehicle with a gross mass not more than 3500 kg. (Cars, vans and minibuses)

Code BE – standard range of vehicle with a gross mass not more than 3500 kg. (Cars, vans and minibuses). Permitted to tow a trailer.

Code C1 – all vehicles above 3500 kg and less or equal to 16,000 kg (C1E to CE – permitted to tow a trailer).

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



1.1.11 “Europcar Zambia” means Europcar Zambia, a part of, and includes, Voyagers Rentals Limited (TPIN Number: 1002388828);

1.1.12 “Extended Period” means any extension of the Rental Period beyond the agreed return date and time reflected on the Rental Agreement and authorised by Europcar Zambia;

1.1.13 “Excess Kilometre Charge” means the charge levied against a Client’s account in the event that the Client exceeds the limited daily allowed kilometres, as specified in the Rental Agreement.

1.1.14 “Fuel Costs” means the costs incurred to refuel the Vehicle to a full tank when the Vehicle is returned by the Client;

1.1.15 “Liability” means and includes the amount(s) reflected in the Rental Agreement which is due and payable in respect of the renting of the Vehicle, as well as all amounts in respect of Damage, loss and/or theft (not covered by Waivers) of the Vehicle and any third-party loss or damage (not covered by Waivers);

1.1.16 “Limited Liability Amount” means the reduced amount payable by the Client in each event of loss or damage to a Vehicle to which a Waiver(s) applies, which reduced amount excludes towing charges, storage costs, assessor’s costs and claim administration fees for which the Client will remain liable;

1.1.17 “Rental Agreement” means the entire Rental Agreement issued by Europcar Zambia to the Client, including these standard terms and conditions and all other annexures that may be attached thereto (if applicable). Once the Client has signed the Rental Agreement (physically or electronically, whichever may be applicable) it will have the effect of a legal binding agreement between the parties;

1.1.18 “Rental Overdue Administration Fee” means the applicable amount charged to the Client in the event that the Vehicle is not returned by the Client to Europcar Zambia at the agreed date and time at the expiry of the Rental Period;

1.1.19 The “Rental Period” means the period between the date when the Vehicle is delivered to the Client and the Termination date and time as specified on the Rental Agreement or if such period is extended, the time and date entered on Europcar Zambia’s records;

1.1.20 The “Renting Location” means Europcar Zambia’s premises from which the Vehicle is rented by the Client or Europcar Zambia premises from which delivery of the Vehicle took place;

1.1.21 “Termination date” means the date reflected in the Rental Agreement upon which the Vehicle must be returned to Europcar Zambia, alternatively any extended date when the Vehicle needs to be returned to Europcar Zambia as subsequently agreed upon by and between the parties and so reflected on Europcar Zambia’s records;

1.1.22 “Third Party Damage” means any claims made by a third party in respect of Damages or loss that the Client has actually or is alleged to have caused to a vehicle of a third party whilst driving the Vehicle during the Rental Period;

1.1.23 “Total loss” (in relation to a Vehicle) means:

1.1.23.1 Damages where the estimated costs of repairs less any salvage (if applicable) are such that the Vehicle is, in the sole and absolute discretion of Europcar Zambia, uneconomical to repair; or

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



1.1.23.2 In the case of a stolen and / or lost Vehicle, the price of a new vehicle, as supplied by the manufacturer as at the date of loss, less any salvage (if applicable);

1.1.24 “Traffic Fine Administration Fee” means an amount levied by Europcar Zambia as determined by it to administer any traffic fine(s) incurred by the Client whilst Renting the Vehicle;

1.1.25 “Unendorsed”, with reference to unendorsed driver’s licence, means a driver’s licence without any endorsements placed against it by the applicable licensing authority.

1.1.26 The “Vehicle” means the motor vehicle, truck, van, trailer or caravan (whichever is applicable) described in the Rental Agreement including all keys, tyres, tools, equipment, accessories, Additional Equipment and documents in and on the Vehicle when the Client takes delivery of the Vehicle at the Renting Location, alternatively any other place stipulated in the Rental Agreement, and includes any replacement for the Vehicle which has been officially authorised by Europcar Zambia, whether or not such replacement was authorised or approved by the Client;

1.1.27 “Waiver” is an agreement between Europcar Zambia and the Client in terms of which Europcar Zambia agrees to abandon its right to claim the total amount of Damages from the Client in exchange for an upfront fee. In the event of an accident/theft and/or loss of a Vehicle to which a Waiver applies, the Client’s liability is reduced to the Limited Liability Amount (or to the total amount of Damages if that is less than the Limited Liability Amount);

1.1.28 “Website” means Europcar Zambia’s official website which can be accessed at www.europcarzambia.com;

1.2 The singular shall include the plural and vice versa, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and vice versa.

1.3 If a provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only stated in the definition clause, effect shall be given to it as if it was a substantive provision in the body of the terms and conditions.

2. RENTAL OF THE VEHICLE

2.1 The parties agree that Europcar Zambia rents the Vehicle to the Client, who hires the Vehicle subject to the terms and conditions as set out herein. The Client will be bound by these terms and conditions, whether he was driving the Vehicle or not.

3. DELIVERY OF THE VEHICLE/ADDITIONAL EQUIPMENT

3.1 Delivery of the Vehicle takes place at the time the Client or his representative takes possession of the keys and/or Vehicle (including Additional Equipment if applicable) at the Renting Location, alternatively any other place stipulated in the Rental Agreement.

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



3.2 The Vehicle shall be deemed to have been delivered in good order and repair (fair wear and tear excluded) and without any damage (including but not limited to the paintwork, upholstery, tyres, windshield, side glass, lights and accessories) unless any damage to the Vehicle/Additional Equipment is recorded in writing and signed by both parties. In the event that no damage is recorded in writing at the time of delivery of the Vehicle (fair wear and tear excluded), it will be accepted that the Vehicle was delivered to the Client without any damage and any damage recorded at the time of the return of the Vehicle (fair wear and tear excluded) will be for the account of the Client.

3.3 The Client will have no claim against Europcar Zambia in the event that the Vehicle or Additional Equipment (if applicable) is not available for delivery, through negligence or otherwise.

4. USE OF VEHICLE

4.1 The Vehicle may only be utilised for the Rental Period, as stated in the Rental Agreement, or any Extended Period agreed upon between the parties.

4.2 The Client agrees that any Extended Period noted on Europcar Zambia's records would correctly reflect such Extended Period.

4.3 The Vehicle may only be driven by the Client, Driver or Additional Driver. The Driver or Additional Driver must have his valid unendorsed Driver's licence (in respect of the specific vehicle/code of vehicle rented for at least 5 years) with him at all times when driving the Vehicle.

4.4 During the Rental Period or any Extended Period thereof, the Vehicle may not be used:

4.4.1 for any towing unless: i. done subject to the Vehicle's manufacturer's towing specification ii. With express written permission from Europcar Zambia; and iii. done at the Client's own risk; or

4.4.2 For the conveyance of passengers and/or goods for payment in violation of any laws or in any other illegal manner, including the transportation of any passengers in a tray or load bin; or

4.4.3 In any motor sport or similar high-risk activity; or

4.4.4 Beyond the borders of the country in which the Vehicle is rented (unless prior written authorisation is provided by Europcar Zambia); or

4.4.5 as a sub-rent the Vehicle to or by any Third Party without Europcar's prior written consent; or

4.4.6 In any area where the Client should reasonably be aware that there is or may be a risk or incidents of civil unrest, political disturbance or riot or any activity associated with any of the afore mentioned, or

4.4.7 In the event the Client's driver's licence status changes to endorsed, in which case the Vehicle must be returned to Europcar Zambia immediately.

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwangi Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



4.5 The Client shall make adequate provision for the safety and security of the Vehicle when the Vehicle is not in use, in that the Vehicle shall (including but not limited to the following) be kept properly locked, secured and immobilised and have the alarm (if any) activated.

4.6 The Client will make sure that the keys of the Vehicle are under his control at all times.

4.7 Europcar Zambia will at all times remain the owner of the Vehicle.

4.8 The Client may not use the Vehicle in contravention of any applicable laws, ordinances, traffic rules and regulations at any time during the Rental Period. In the event that the Client uses the Vehicle in contravention of any applicable laws, ordinances, traffic rules and regulations at any time during the Rental Period, any Waiver option the Client may have taken out shall automatically become null and void.

4.9 The Client shall take all reasonable steps to ensure that the Vehicle remains in good and safe working order, including regularly checking the oil, water and tyre pressure, immediately ceasing use of the Vehicle in the event that the Vehicle is damaged or the electronic diagnostics of the vehicle indicate the presence of a fault or problem or service needed in relation to the Vehicle.

5. RETURN OF THE VEHICLE/ADDITIONAL EQUIPMENT

5.1 The Client shall return the Vehicle and Additional Equipment (if applicable) at the Client's expense to an authorised representative of Europcar Zambia on the agreed return date, time and at the agreed Renting Location reflected on the Rental Agreement. In the event that the Vehicle is not returned as set out in this paragraph, any Waiver option that the Client may have taken out shall automatically become null and void in respect of the entire Rental Period.

5.2 The Client acknowledges that failure to return the Vehicle in terms of the agreement shall constitute unlawful possession by him, and Europcar Zambia may repossess the Vehicle wherever it may be found and from whomsoever is in possession thereof. Any costs incurred in recovering the Vehicle (including legal costs on the scale of attorney and client), as well as the cost of any additional rental days, will be for the account of the Client.

5.3 Should the Vehicle not be returned as indicated in 5.1 above, the Vehicle may be reported as stolen with the relevant authorities without any notice.

5.4 The Vehicle and Additional Equipment (if applicable) shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.

5.5 When the Client returns the Vehicle to a Renting Location of Europcar Zambia, the Client shall:

5.5.1 Park the Vehicle in Europcar Zambia's reserved parking or allocated parking area; and

5.5.2 Ensure that the Vehicle is properly locked and secure; and

5.5.3 Hand the keys to an authorised representative of Europcar or, in the event that the offices are not open for business, leave the keys in a drop safe provided at the offices of Europcar Zambia; and

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



5.5.4 Additional Equipment must be handed in at the Europcar Zambia reception desk. Any Additional Equipment that is left in the Vehicle will be at the Client's risk.

5.6 The Vehicle and all risk relating to the Vehicle will remain the responsibility of the Client until Europcar Zambia has recorded the return of the Vehicle.

5.7 Fuel for the Vehicle is not included in Europcar Zambia's rates. Vehicles are delivered to the Client fully fueled and the Client is required to return the Vehicle fully fueled. In the event that the Client returns the Vehicle not fully fueled, Europcar Zambia will either refuel the Vehicle on behalf of the Client and recover the Fuel Costs from the Client or supply the fuel to the Client and charge the Client for the fuel.

5.8 In the event that the utilisation of the vehicle is contracted through a corporate account and the aforementioned corporate account remains unsettled, the individual responsible for endorsing the vehicle rental, referred to as the driver, shall assume liability for the incurred rental charges.

6. TERMINATION/CANCELLATION/EXTENSION OF RENTAL AGREEMENT

6.1 Irrespective of anything to the contrary stated in this Rental Agreement, should there be any breach of the terms and conditions in this rental agreement then Europcar Zambia shall be entitled to end this agreement without any explanation at any time by notice (verbally or in writing depending on the situation) to the Client, and when this happens the Client shall return the Vehicle to Europcar Zambia immediately.

6.2 If the Client fails to return the Vehicle to Europcar Zambia, Europcar Zambia shall be entitled at any time to retake possession of the Vehicle, wherever found and from whosoever has possession thereof and any Waiver option the Client may have taken out shall automatically become null and void. The obligations of the Client and the rights of Europcar Zambia under this Rental Agreement shall remain in force until the Vehicle has been returned to Europcar Zambia in terms of this Rental Agreement and the Client has complied with all his obligations. Any costs incurred in recovering the Vehicle will be for the account of the Client.

6.3 If the Client wishes to extend the Rental Period beyond the return date reflected in the Rental Agreement, notice must be given to Europcar Zambia and authorisation first be obtained from Europcar Zambia in respect of the extension. Europcar Zambia reserves the right to have the Vehicle inspected before authorising the extension of the Rental Period.

6.4 In the event that the client would like to rent a Vehicle long-term, they will need to provide a kilometre reading at the end of each month which will be used to close off the Rental Agreement to facilitate monthly billing. Another Rental Agreement will be opened using the closing odometer reading from the previous month and the same process will be repeated until the Vehicle is returned and will be referred to as a Rollover. The signing of the first Rental Agreement will constitute agreement to the validation of any subsequent Rental Agreements and their Terms and Conditions raised in the abovementioned procedure.

6.5 In the event that a debit card was used to pay for the Vehicle using our iRent rates, the Client must visit a Europcar Zambia branch in order to arrange an extension before the due date of return as set out in the Rental Agreement. Failing

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



to act in accordance with this clause will result in a breach of the Rental Agreement and Europcar Zambia will immediately negate all Waivers taken out by the Client for the entire Rental Period and shall be entitled to take any lawful measures, after notice or reasonable attempt to give notice to the Client, to recover the Vehicle from the Client. The Client shall be responsible for all recovery costs.

6.6 Additional rental days will be charged directly to the Client's account or debit/credit card at the prevailing rate.

7. THE CLIENT/DRIVER/ADDITIONAL DRIVER

7.1 Subject to Clause 4.3 above and irrespective of what is stated elsewhere in this Rental Agreement, the Vehicle may not be driven during the Rental Period or any extension thereof by any person who has not been in possession of a valid unendorsed driver's licence (in respect of the specific vehicle/code of vehicle rented) for at least 5 years.

7.2 The Client warrants that the Vehicle will never be driven by any person whose blood alcohol concentration exceeds the limit permitted by any law or regulation or whilst under the influence of intoxicating liquor or a narcotic drug or similar substance. The Client further warrants that every driver of the Vehicle will have a valid unendorsed driver's licence for at least 5 years to drive the specific vehicle code/type and will comply with all applicable laws and will comply with all of the provisions of this Rental Agreement.

7.3 If the Vehicle is driven by anyone other than the Driver and/or Additional Driver (irrespective of which other rights or remedies Europcar Zambia may have), the Client shall remain liable for all of his liabilities and obligations in terms of this Rental Agreement as if he has been driving the Vehicle. In the event the Vehicle is driven by anyone other than the Driver and/or Additional Driver at any time during the Rental Period, any Waiver option that the Client may have taken out shall automatically become null and void.

7.4 The Client also warrants that he is entitled and authorised to enter into this Rental Agreement and that all particulars given to Europcar Zambia and/or recorded on the Rental Agreement are true and correct.

8. RENTAL RATES AND CHARGES

8.1 The Client agrees to pay Europcar Zambia the rental rates plus all other charges and fees opted for or utilised by the Client, as set out in the Rental Agreement, up and until the Vehicle is returned, including but not limited to miscellaneous charges, airport surcharges, tourism levy, Claims Administration Fee, Document Administration Fee, Traffic Fine Administration Fee, Rental Overdue Administration Fee, one way fee, over the border charges, delivery fee (including delivery fuel charges), collection fee, Super or Standard Waiver option charges, Personal Accident Insurance (if applicable), Windscreen and Tyre Waiver, Minor Damage Waiver, Excess Kilometre Charge, fuel, toll fees, toll administration fee, Additional Driver(s) fee, all taxes due and payable on rental rates (which ever of these fees and/or costs may be applicable).

8.2 In determining the charges, the distance traveled by the Vehicle (where required) shall be determined from the Vehicle's odometer, or if this is not possible for any reason, by Europcar Zambia in its sole discretion, on any other fair and reasonable

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

Simon Mwansa Kapwepwe Airport Ndola
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

Kenneth Kaunda International Airport Lusaka
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

Harry Mwanga Nkumbula Airport Livingstone
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



basis and the Client shall be obliged to provide all such information and assistance as Europcar Zambia may require for that purpose. If the odometer has been tampered with, the kilometres traveled will be deemed to be 500 kilometres per day.

8.3 The Client shall be liable for all fines (excluding fines issued for expired vehicle licences), penalties and similar expenses including but not limited to parking, traffic and other offences (whichever may be applicable), as a result of the use of the Vehicle during the Rental Period and the Client accordingly indemnifies Europcar Zambia against all such liability. Europcar Zambia will re-direct all fines, penalties and/or similar charges directly to the Client for payment and in cases where this is not possible, will add all fines, penalties and/or similar charges that accumulated on the Vehicle during the Rental Period onto the Client's account. The Client will further be liable for a Traffic Fine Administration Fee for each traffic fine issued during the Rental Period.

8.4 The Client will be liable for all damages and/or losses suffered by Europcar Zambia as a result of any traffic violation committed during the Rental Period.

8.5 In the event that any Additional Equipment (if applicable) is lost or damaged, the Client will be liable for the replacement value thereof. The replacement value will be charged to the Client's account, debit card (only applicable to iRent rates) or credit card.

8.6 The Client authorises Europcar Zambia to insert any reasonable Vehicle and/or rental rate particulars that are not known or are unavailable at the time of signature of the Rental Agreement into the Rental Agreement as soon as such Vehicle and/or rental rate particulars become available.

9. DEPOSITS

9.1 A deposit, as required by Europcar Zambia and set out in the Rental Agreement (depending on the method of payment), is payable on signature of the Agreement.

9.2 Europcar Zambia may charge the Client's account, debit card (only applicable to iRent rates) or credit card at a later time, should there be extra charges which Europcar Zambia were not reasonably aware of at the issuing of the invoice or if at the initial debit of the Client's account there were insufficient funds to cover the full amount of the invoice. This amount may also be deducted from the deposit. The Client may not withhold payment of any amount outstanding or demand that it be deducted from the deposit paid.

9.3 The deposit, or the remaining balance thereof (after deducting all applicable additional charges), will be refunded to the Client (payment in to the bank account provided) as soon as reasonably possible after the Client has complied with all of his obligations in terms of the Rental Agreement. In the event of an erroneous refund(s)/payment(s) made by Europcar Zambia to the Client, the Client herewith consents and authorises a further debit(s) on the cardholder's account to refund the erroneous refund(s)/payment(s) to Europcar Zambia without further approval being required from the Client or the card being presented again.

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



10. RENTAL REQUIREMENTS AND PAYMENT

10.1 At the time of signing the Rental Agreement, the following must be provided by the Client:

10.1.1 Europcar Zambia approved method of payment or acceptable bank issued debit card (applicable to iRent rates) or credit card (it however remains within Europcar Zambia's sole discretion to accept or decline any method of payment at any time); and

10.1.2 Full names, residential, postal and physical addresses, banking details, mobile telephone number and e-mail address. A local contact address and telephone number must also be provided if the Client is not a citizen in the country in which the Vehicle is rented; and

10.1.3 A valid, original unendorsed driver's licence (held by the holder for at least 5 years) and an original identity document or/an original passport if not in possession of an identity document in the country in which the Vehicle is rented.

10.2 All payments are due on demand, but at the latest on expiry of the Rental Period (unless otherwise agreed in writing). All charges payable by the Client shall be paid by debit card (only applicable to iRent rates) or credit card on the termination of the Rental Period, unless the Client has a valid account with Europcar Zambia or Europcar Zambia requires all or any charges to be prepaid in advance.

10.3 The Client will not be allowed to deduct or withhold payment of any amounts due in terms of this agreement for any reason whatsoever.

10.4 The Client remains liable for payment of any and all amounts due which are not paid or settled in full by the issuer of the card.

10.5 If Europcar Zambia has agreed to accept payment of any amount specified on the Rental Agreement from the Client by debit card (only applicable to iRent rates) or credit card, the Client's signature on the Rental Agreement will constitute authority for Europcar Zambia to obtain authorisation and/or payment. The signature will also constitute authority for the issuer of the card to debit the cardholder's account with the total amount due to Europcar Zambia (including but not limited to damages or loss suffered by Europcar to the value of the Vehicle value as reflected on the Rental Agreement). In the event that the first authorisation by the Client was not sufficient to settle the Liability, the Client herewith consents and authorises a further debit on the cardholder's account without further approval being required from the Client or the card being presented again.

10.6 In the event that the Client returns the Vehicle to Europcar Zambia before the date due on the Rental Agreement, the Client shall pay either the usual rates and charges applicable to the period and/or kilometres actually used, or the rates and charges as if the full Rental Period and/or kilometres occurred, at the sole but reasonable discretion of Europcar Zambia.

10.7 In the event of an accident and/or if the Vehicle is stolen and/or lost, the amount of the damages shall be the total loss suffered by Europcar Zambia and/or the amount reflected on the Rental Agreement and will be payable by the Client on such terms as imposed by Europcar Zambia at its sole discretion.

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



10.8 In the event of an accident and/or if the Vehicle is stolen and/or lost, Europcar Zambia will be entitled to charge a Claims Administration Fee and assessor's fee (if applicable) on the Client's account, or charge it to the Client's debit card (only applicable to iRent rates) or credit card.

10.9 Daily rates are calculated strictly per Day, from time of delivery of the Vehicle to time of return of the Vehicle.

10.10 Should a Vehicle, in Europcar's sole discretion, require valet cleaning, the valet charges will be billed directly to the Client's account, debit card (only applicable to iRent rates) or credit card.

10.11 An Additional fee will be charged for any Additional Driver.

11. PROCEDURE IN THE EVENT OF AN INCIDENT (DAMAGE/THEFT/LOSS) INVOLVING THE VEHICLE

11.1 If at any time the Vehicle (including Additional Equipment if applicable) is damaged, stolen, or lost, the Client and/or Driver shall take every reasonable precaution to safeguard the interest of Europcar Zambia including but not limited to, the following where appropriate:

11.1.1 In the event of theft, hijacking or in the case of a lost Vehicle the incident needs to be reported by the Client to Europcar Zambia immediately and to the nearest police station within 6 hours of the incident.

11.1.2 In the event of any Damage to the Vehicle, the Client shall notify Europcar Zambia immediately and report the incident to the nearest Police station within 24 hours.

11.1.3 The Client shall furnish Europcar Zambia with a completed Europcar Zambia Damage/Incident Report Form together with a copy of his driver's licence within 24 hours from the incident or theft/hijacking/loss of the Vehicle. The Damage/Incident Report Form can be obtained from any Europcar Zambia branch.

11.1.4 The Client shall furnish Europcar Zambia with a Police accident case/reference number within 24 hours of the incident, alternatively from receipt thereof from the Police;

11.1.5 The Client shall obtain the name(s) and addresses of everyone involved in the incident and of possible witnesses;

11.1.6 The Client shall not admit any responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability;

11.1.7 The Client shall make reasonable provision for the safety and security of the Vehicle and will not abandon the Vehicle, unless extraordinary circumstances warrant it;

11.1.8 The client shall co-operate with Europcar Zambia and its insurer (if applicable) in the investigation, the making or instituting of any claim or action and the defense of any prosecution, claim or action relating to the incident (including the making of an affidavit if he is requested to do so).

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



11.1.9 In the event that the Client is not the driver, then, without in any way reducing the Client's obligation or Europcar Zambia's rights in terms of this Rental Agreement, the Client shall ensure that the person who drove the Vehicle at the time of the incident complies with the provision hereof.

11.1.10 The Client shall within 24 hours of receipt thereof furnish to Europcar Zambia (and if the Client is not the Driver, the Client shall also ensure that the Driver/Additional Driver or person who drove the Vehicle at the time of the incident does) any notice of claim, demand, summons or the like which the Client or the Driver/Additional Driver or person who drove the Vehicle at the time of the incident may receive in connection with the Vehicle.

11.1.11 The Client and/or Driver and/or Additional Driver warrants that the information completed in Europcar Zambia's Damage/Incident Report Form as referred to herein above will be complete, true and correct in every respect;

11.1.12 Europcar Zambia, at its absolute and sole discretion, reserves the right to provide a replacement Vehicle in the event of damage or loss of the Vehicle. In the event of accident damage to a Vehicle, the Client is liable to settle the applicable Limited Liability (if applicable), alternatively all other amounts due and payable to Europcar Zambia (damages, liability etcetera) and pay the required additional deposit prior to an alternative Vehicle being provided.

11.1.13 Europcar Zambia will not take any responsibility whatsoever for the loss of or damage to a Client's personal belongings.

11.1.14 The Client may not affect any repairs on the Vehicle.

11.1.15 Where the Vehicle is not drivable, the Client must phone the Europcar Zambia Call Centre (+260 212 627 800) immediately and an authorised towing company will be appointed to uplift the Vehicle. The Client irrevocably and unconditionally indemnifies Europcar Zambia against any charges incurred by unauthorised towing companies and authorities. The Client will be held liable for any charges resulting from unauthorised towing of the Vehicle.

11.2 In the event that a Vehicle is involved in more than one incident that resulted in damage during the Rental Period, each incident will be regarded as a separate claim.

Each claim will attract the payment of the Limited Liability Amount (or actual value of the claim if less than the Limited Liability Amount).

12. CLIENT'S RISKS AND LIABILITIES/WAIVERS

12.1 The Vehicle is rented by the Client at his sole risk, from Delivery of the Vehicle until such time as Europcar Zambia has recorded the return of the Vehicle in terms of clause 5.

12.2 The Client shall be liable for all Damages and/or total loss sustained to the Vehicle, whether the damage and/or loss are caused and/or whether or not it is attributable to his fault or negligence (including but not limited to hail damage and other acts of God). The above liability may be reduced by the Client by electing one or more of Europcar Zambia's Waiver options.

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

Simon Mwansa Kapwepwe Airport Ndola
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

Kenneth Kaunda International Airport Lusaka
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

Harry Mwanga Nkumbula Airport Livingstone
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



12.3 The Client's (including any passengers if applicable) personal belongings in the Vehicle are not covered by any Waivers.

12.4 Should a Client qualify to decline any of Europcar Zambia's Waivers and elect to decline it and/or is in breach of the terms and conditions of this Rental Agreement or the terms and conditions of the selected Waiver, the Client will be liable for the cost of Europcar Zambia's loss or damage as well as all Third Party Damages.

12.5 Europcar Zambia's Waivers do not cover any damage to the Vehicle or Third Party Damage in the event of:

12.5.1 Damage and/or total loss and/or Third Party Damages due to Client Driver gross negligence or deliberate actions;

12.5.2 Damage and/or total loss and/or Third Party Damage sustained whilst the Client is in breach of any applicable laws, ordinances, traffic rules and regulations (including speeding and driving whilst under the influence of intoxicating liquor, narcotic drugs or similar substances);

12.5.3 Damage and/or total loss and/or Third Party Damage sustained where incidents are not reported in accordance with the procedure specified in this Rental Agreement;

12.5.4 Damage and/or total loss and/or Third Party Damage sustained where the incident takes place outside the country in which the Vehicle was rented, unless prior written approval for the Vehicle to be taken outside the country has been obtained from Europcar Zambia;

12.5.5 Damage and/or total loss and/or Third Party Damage sustained if at any time the Vehicle is driven by an unauthorised driver;

12.5.6 Damage and/or total loss and/or Third Party Damages sustained where the Vehicle is driven whilst damaged and the Client should reasonably have been aware of the unsafe or damaged condition of the Vehicle, or used in a manner which prejudices Europcar Zambia's interests or rights therein and/or as prohibited in clause 4, in the sole discretion of Europcar Zambia;

12.5.7 Damage and/or total loss and/or Third Party Damage sustained where the Client was not holding a valid unendorsed driver's licence (in respect of the Vehicle/class of Vehicle rented) for more than 5 years the time the damage or loss was sustained;

12.5.8 Damage and/or total loss and/or Third Party Damage sustained where an extension of the Rental Agreement is not authorised by Europcar Zambia and where the Rental Period has expired;

12.5.9 Damage and/or total loss and/or Third Party Damage caused as a result of the Vehicle being driven on a road that was not suitable for that Vehicle, as determined in the sole but reasonable discretion of Europcar Zambia;

12.5.10 Failure to produce the Vehicle keys in the case of theft of the Vehicle, unless exceptional circumstances apply;

12.5.11 Failure to report the last known location of the Vehicle prior to the theft;

12.5.12 The Client breaching any term and/or condition set out in the Rental Agreement;

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwangi Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



12.5.13 The Client being untruthful in respect or any aspect pertaining to the Rental Agreement, use of the Vehicle and/or damage/loss causing incident.

12.6 The Client will be liable for double the Limited Liability amount applicable in the following circumstances:

12.6.1 The damage to the Vehicle is uneconomical to repair; or

12.6.2 Stolen or hijacked Vehicles.

13. THIRD PARTY PROTECTION

13.1 Should the Client be involved in an accident with a third party, the following will apply (also note clause 12.5 above):

13.2 The Client herewith specifically authorises Europcar Zambia to provide Client/Additional Driver details to a Third Party or Third Party Insurance Company during the negotiation, settlement or litigious part of any Third Party claim process, emanating from a vehicle accident involving the Vehicle during the Rental Period.

13.3 Notwithstanding anything in this Rental Agreement, Europcar Zambia shall not be obliged to make, institute or proceed with any claim which Europcar Zambia may otherwise have had against a Third Party for the recovery of any loss or damage to or in connection with the Vehicle and accordingly, Europcar Zambia shall be entitled, in its sole discretion, to abandon such claim or to settle such claim on any terms.

14. CONSEQUENTIAL DAMAGES

14.1 Should the Client decline any of Europcar Zambia's Waivers and/or is in breach of the terms and conditions of this Rental Agreement and/or the terms and conditions of the selected Waiver, the Client acknowledges and agrees that the Client may be held liable by Europcar Zambia for its consequential damages suffered as a result of Europcar Zambia being unable to rent the Vehicle due to Damage caused by the Client. The loss for which the Client may be liable shall be calculated on the basis of the daily rental rates in respect of the Vehicle indicated on the Rental Agreement for the period that the Vehicle was unavailable for hire (subject to a maximum of 30 days).

15. CROSS BORDER TRAVELLING

15.1 A letter of authorisation must be requested from Europcar Zambia at the time of reservation for all cross-border travelling. The Client acknowledges that a cross border charge will be levied on all cross-border Rentals. Appropriate notice needs to be given to Europcar Zambia in order to facilitate cross border requirements. This notice period must exceed one week.

15.2 Europcar Zambia will not be held liable if a Client is refused entry into another country.

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



15.3 All foreign registered Vehicles will have to pay a cross border charge at the Border and the Client is responsible for the payment of such cross-border charge or any other charges that may be applicable.

15.4 Vehicles are only permitted to cross the border with specific permission of Europcar Zambia.

15.4.1 A one-way cross border service charge will be levied against the Client for one-way Vehicle rentals.

15.4.2 An additional administration fee and/or a full repatriation fee (whichever is applicable) will be levied against the Client should an accident/theft occur outside the borders of the country in which the Vehicle is rented.

16. INDEMNITY OF EUROPCAR BY CLIENT

16.1 Neither Europcar Zambia nor any of its shareholders, directors, officers or employees shall be liable for any loss or damage whether direct, indirect, as a result of or otherwise arising from the renting of the Vehicle and/or Additional Equipment by the Client, provided such loss or damage was not caused as a result of the gross negligence of Europcar Zambia, its shareholders, directors, officers or employees. The loss or damage includes, but is not limited to, any loss or damage to property left or transported in the Vehicle and any loss of life or injury.

16.2 Europcar Zambia, its shareholders, directors, officers and employees are accordingly indemnified by the Client, the Driver/Additional Driver or his estate(s) against any claim(s) of any nature whatsoever and howsoever arising for any damage or loss which might be instituted against it arising from, or connected with, or as a result of, the renting of the Vehicle and Additional Equipment (if applicable) contemplated in these terms and conditions.

17. JOINT AND SEVERAL LIABILITY OF SIGNATORIES, CLIENT AND/OR DRIVER

17.1 The Client and every person (Driver/Additional Driver) whose details appear on the Rental Agreement shall be liable jointly and severally for payment of all amounts due to Europcar Zambia in terms of or pursuant to the Rental Agreement.

18. PRICES

18.1 All prices are exclusive of VAT.

18.2 All prices do not include the cost of fuel.

18.3 All prices are exclusive of cross border expenses.

18.4 All prices are based on a self-drive basis.

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



19. ROAD CONDITIONS

19.1 The Client should take due care when driving on un-surfaced roads and where bad tarred road conditions exist. The renter shall be charged for all damage, repairs and towing costs resulting from the usage of such roads.

20. TYRES, RIMS AND WINDSCREENS

20.1 Any tyre/rim damage whatsoever is for the Client's account.

20.2 Any windscreen damage whatsoever is for the Client's account.

21. PERSONAL ACCIDENT INSURANCE

21.1 You acknowledge that you have read and understand the terms and conditions of such insurance and agree that your choice to accept or decline this insurance is indicated on the Rental Agreement.

21.2 You agree that all claims in this regard will be directed to the insurers Professional Insurance Company Ltd and acknowledge that we act as the insurance agent and that we will not be liable in any way in connection with the insurance covered by them.

22. GENERAL

22.1 The Rental Agreement is the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded by Europcar Zambia except as provided for herein.

22.2 In the event that the Rental Agreement is produced in more than one language, the English version will prevail in the event of an interpretational dispute.

22.3 A provision of this Agreement which is invalid or unenforceable for any reason shall be severable from the rest of this Agreement and shall not affect the validity thereof.

22.4 No extension, latitude or other indulgence will in any circumstance be taken to be understood as implied consent or an election by the party or will operate as a relinquishment or otherwise affect any party's rights in terms of this Rental Agreement.

It shall further not stop or prevent any party from enforcing, strict and punctual compliance with each and every provision or term hereof at any time and without notice.

22.5 This Rental Agreement and all matters or disputes arising therefrom or incidental thereto shall be governed and construed in accordance with the laws of Zambia.

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



22.6 The Client shall not be entitled to cede any of his rights or assign any of his obligations under this Rental Agreement or to rent or give up possession of the Vehicle, its tools or Additional Equipment or any part of it.

22.7 If Europcar Zambia institutes any legal proceedings against the Client, it shall be entitled to recover from the Client all the legal costs it incurred with its own attorneys in accordance with their then usual charges on the scale of attorney and client, including but not limited to collection commission, tracing agent, correspondent fees and counsel fees (as per bar parameters).

22.8 The Client chooses the address (including a nominated postal address and/or e-mail) specified on the Rental Agreement as his domicillium citandi et exectandi (i.e. address for service of all legal processes and notices). All notices and legal processes in terms hereof shall be deemed to be received 7 days after posting, and on the same day if delivered by hand or dispatched by e-mail.

22.9 Europcar Zambia chooses as its domicillium citandi et exectandi 17 Arusha Street, Ndola, Zambia.

22.10 Europcar Zambia shall be entitled to carry out a credit check on a Client with one or more credit agencies who may retain a record thereof and Europcar Zambia shall be entitled to record any default by the Client with any credit agency. Such records may be made available by the credit agency to third parties, in which case Europcar Zambia shall not be held liable/responsible for any repercussions such disclosure may have on the Client. The Client agrees that Europcar Zambia may disclose any information obtained by it as a result of the conclusion and/or breach of the Rental Agreement, including personal and additional information, to any person, including a credit bureau.

22.11 The Client acknowledges that the Vehicle may be fitted with a vehicle management system, which is used inter alia, to record speed and other information relating to the rental vehicle and the use thereof and such information received from the vehicle management system may be used by Europcar Zambia to protect its asset and to monitor driver behaviour (including but not limited to claims adjudication and legal proceedings) throughout the rental period, including but not limited to tracing and recovering of the Vehicle from the Client that is not returned to Europcar Zambia at the agreed time and date reflected on the Rental Agreement (the Client confirms that the information provided by the vehicle management system will be accepted as true and correct).

22.12 The right to privacy and data processing

22.12.1 The Client acknowledges that he/she will be required to provide certain documentation and personal information to Europcar Zambia, in order to facilitate the rental transaction. The documentation and personal information referred to above will be required to:

- i. Record the Client's details on the Europcar Zambia system to facilitate and manage bookings and reservations (including the validation of driver's licence and driver identity/status with relevant authorities);
- ii. Facilitate the conclusion of a Rental Agreement;
- iii. Facilitate invoicing and payment of the Client's Liability in terms of the Rental Agreement;
- iv. Use in surveys to improve Europcar Zambia services;

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



v. Provide online assistance;

vi. Communicating with the Client and to provide Europcar Zambia marketing activities (the Client's specific consent will be obtained in this regards and will be provided with the option to unsubscribe in marketing communication);

vii. Institute legal proceedings against the Client and/or administer, negotiate and/or settle Third Party claims resulting from any vehicle accident(s) the Client is involved in during the Rental Period, and to

viii. Administer traffic fines received for traffic violations that occurred during the Rental Period ("Authorised Usage").

Notwithstanding anything to the contrary, the Client explicitly authorises Europcar Zambia to process any and all personal information provided to Europcar Zambia for the aforementioned Authorised Usage.

22.12.2 Europcar Zambia will only process and/or retain the Client's personal information for the time necessary to fulfil the purposes mentioned in 18.13.1 and 13.3 above, supplemented by those mentioned in the Europcar Zambia Privacy and Cookie policies.

22.12.3 In addition to what has been stated above, the Client further consents to Europcar Zambia processing any personal information provided where Europcar Zambia has lawful justification to do so and, where it is required by law. If specific consent is however required by applicable legislation, the Client's consent will first be obtained.

22.12.4 The Client acknowledges that some of the recipients of his/her personal information may be located in countries where data protection legislation does not provide a sufficient level of protection equivalent to Zambian legislation. In these instances, Europcar Zambia undertakes to always put in place appropriate guarantees and measures within the meaning of data protection equivalent to Zambian legislation. By continuing to use Europcar Zambia's services and entering into a Rental Agreement, using the website booking facilities and/or provide any personal information, the Client consents to such transfers, storing and processing of his/her personal information inside and/or outside Zambia. The recipients of the personal information collected by Europcar Zambia will be (inter alia, including but not limited to) Europcar International Group, its agencies and advisers, franchisees within the Europcar International Group, Europcar Zambia partners as well as the competent authorities to facilitate the Authorised Usage.

22.12.5 In accordance with applicable legislation, the Client has certain additional rights relating to his/her personal information. These rights can be viewed in the Europcar Privacy Policy on the website <https://www.europcarzambia.com>. The Client can exercise these rights by sending a request to the contact details provided in the Europcar Zambia Privacy Policy.

22.12.6 Europcar Zambia may disclose or transfer the Client's personal information to its suppliers and business partners for the purposes of providing its services, ensuring secure processing of Client personal information, responding to, resolving, and contacting a Client with regard to his/her enquiries, responding to Client requests for information related to Europcar Zambia products and services, ensuring safe use of the systems and improving user experience.

22.13 By the Client's signature hereto he accepts all the charges charged by Europcar Zambia in terms of this Agreement, including any charges relating to loss and damage to the Vehicle.

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com



22.14 Europcar Zambia reserves the right, at its sole and absolute discretion and without obligation to provide reasons, to reject any Client's application to rent a Vehicle or accept any method of payment and the Client shall have no recourse against Europcar Zambia as a result thereof.

22.15 Europcar Zambia confirms that it is compliant with all applicable legislation and will report all incidents legally required if and when applicable to the relevant authorities.

22.16 Invoices are payable in US Dollar or Kwacha equivalent VAT exempt.

22.17 Europcar Zambia may claim and recover from the Client on demand all costs and expenses including attorney and Own-client-costs, collection commission and any costs of tracing the Client or the vehicle incurred by Europcar Zambia, directly or indirectly in consequence, of any breach by the Client of this agreement.

23. SPECIALISED TERMS AND CONDITIONS

23.1 Europcar Zambia provides vehicle rental and ancillary services.

23.2 Subject to vehicle availability and receipt of payment, reservations will be processed and the request confirmed in a reservation confirmation via email.

23.3 Refunds are processed within 21 business days, subject to the applicable Standard Terms and Conditions of Rental. There are no charges applicable to the cancellation of reservations.

23.4 Europcar Zambia shall take all reasonable steps to protect the personal information of users.

23.5 Customer details will be stored by Europcar Zambia separately from card details.

23.6 Europcar Zambia may amend the terms and conditions hereof without prior notice.

24. ACKNOWLEDGMENT OF TERMS AND CONDITIONS

24.1 By signing the Rental Agreement, the Client acknowledges that he has read the terms and conditions set out herein above, understands the legal implications thereof and considers himself legally bound thereto.

24.2 In the event that the Client does not understand any term or condition set out herein above, he is requested to ask for an explanation thereof from a Europcar Zambia authorised representative before signing the Rental Agreement.

24.3 The Client acknowledges that these terms and conditions are fair and reasonable and without which Europcar Zambia would not have entered into the Rental Agreement.

VOYAGERS RENTALS LIMITED

Head Office
17-18 Arusha Street Ndola
Tel: +260 (0) 212 627 800
Cell: +260 (0) 966 860 670
+260 (0) 977 960 620
Email: rentals@voyagerszambia.com

**Simon Mwansa Kapwepwe Airport
Ndola**
Tel: +260 (0) 212 617 062
+260 (0) 212 620 604
Cell: +260 (0) 966 860 648
+260 (0) 977 860 648
Email: rentals@voyagerszambia.com

**Kenneth Kaunda International Airport
Lusaka**
Tel: +260 (0) 211 271 221-3
Cell: +260 (0) 977 860 649
+260 (0) 966 400 539
Email: rentals@voyagerszambia.com

**Harry Mwanga Nkumbula Airport
Livingstone**
Cell: +260 (0) 978 778 991
Email: rentals@voyagerszambia.com

Solwezi Office
Stand 5707 off Kansanshi Road
Near Kansanshi Mine Main Gate
Cell: +260 (0) 965 902 745
Email: rentals@voyagerszambia.com