

A. CHAUFFEUR DRIVE RENTALS

1. **EXCEPT FOR ITEM A.2. and (where applicable) ITEM D,** all Terms and Conditions shall apply to all Chauffeur Services including but not limited to Airport and City Transfers, Pickups, Drop-offs, Daily/Hourly Car and Driver Services;
2. Rental is inclusive of minimum ten (10) continuous hours uniformed chauffeur service within city limits, to include waiting time. Chauffeur service shall start and end at the branch / location. Refunds are not applicable to rentals with a duration of less than 10 hours.
3. Any fraction of an hour will be considered as a full hour and excess hour/s will be charged accordingly.
4. All toll and parking fees are the responsibility of the **RENTER**
5. An additional charge or a different rate shall apply to out of town services or trips.
6. Only a **EUROPCAR CHAUFFEUR** may drive or operate the vehicle. The assigned chauffeur may be exchanged due to exigencies of service.

B. SELF-DRIVE RENTALS

1. **DRIVER ELIGIBILITY**—You agree and acknowledge that:
 - a) Only the **RENTER** and listed **AUTHORIZED DRIVERS** may drive or operate the vehicle;
 - b) Each driver must hold and carry a valid, current, unrestricted motor vehicle driver's license for the particular class of vehicle rented. For non-Roman Licenses or Licenses written in characters (such as Chinese, Japanese, Arabic or Russian) without side-by-side English translations, an International Driver's Permit (IDP) must be presented together with the Original Valid License.
 - c) A second ID is required for each **RENTER/DRIVER**. A Passport is required for Foreign Nationals and Non-Filipino Residents.
 - d) A Foreign-issued Driver's License only remains valid only within 90 days upon arrival in the Philippines. This 90-day count starts from the arrival date as stamped on the driver's Passport by the Philippine Bureau of Immigration.
 - e) Each driver has, within the 3-YEAR prior to the Rental Start, NOT been convicted of an offense relating to driving a vehicle (i) under the influence of alcohol or drugs or (ii) with a blood alcohol level over any legal limit
 - f) Each driver has not been refused nor had any driving license OR motor vehicle insurance revoked or cancelled for any reason within 3-YEARS prior to Rental StartShould any falsifications or erroneous reporting of the above be found, EUROPCAR may retrieve the vehicle at any time without prior advise to the **RENTER** or **AUTHORIZED DRIVERS**.

2. MAINTENANCE AND SAFETY—The **RENTER** must:

- a) Maintain any and all of the vehicle's fuel, oil and fluid levels to the manufacturer's specifications and ensure that the tires are maintained at the recommended pressure as provided in the vehicle manual. If there are warnings and/or you notice any irregularities (notifications on the dashboard, warning sounds or differences vehicle's drive and/or operation, etc.) please contact EUROPCAR.
- b) Keep the vehicle locked and the keys under your personal control at all times. In the event of theft, you will be asked to produce the issued key/s;
- c) Comply with any applicable seat belt, child restraint laws;
- d) Generally, do all necessary to maintain the vehicle in its current state and condition (except for fair wear and tear);
- e) You must NOT arrange or undertake any repairs or salvage to the vehicle (whether because of an accident or breakdown) without the express prior written authority of **EUROPCAR** or its authorized staff or managers;
- f) If repairs or salvage are necessary to prevent further damage to the vehicle/other property, contact a **EUROPCAR** representative by phone to inform them of the steps you are intending to take and obtain approval;
- g) **EUROPCAR** will only reimburse you for the cost of such authorized repairs or salvage if you keep and produce the original receipts for parts and services;
- h) If the repairs or replacement of parts are not up to par with the standards of **EUROPCAR**, **RENTER** shall be charged for any cost to restore vehicle to its original state.

C. SERVICE LIMITATIONS

1. The vehicle or chauffeur service must only be used within the geographical boundaries of the island and/or region where the vehicle was rented. Inter-island transfer of a vehicle is prohibited by insurance and legal restraints
2. The vehicle or chauffeur service must **NOT** be used as follows. Furthermore, any passengers shall not, in any way, compel the driver, whether the **RENTER** or **EUROPCAR CHAUFFEUR**, to operate any vehicle under these circumstances:
 - a) For any illegal purpose;
 - b) To carry more passengers than may be properly accommodated by seat belts provided in the vehicle, or carry a greater load than that for which it was built
 - c) In areas that are deemed unsafe or dangerous or are on a Red Alert, or any similar Status;
 - d) In flood prone areas or any areas and roadways where any government agency has issued caution or warnings or in areas where it has been considered impassable;
 - e) On unsealed surfaces or roads;
 - f) On beaches, through dams, rivers or any bodies of water;
 - g) On mountain trails, rough terrain or off-road paths;
 - h) For any race, contest or performance test of any kind or to transport any commercial goods;
 - i) For towing or pushing any object or other vehicle;
 - j) For subletting/hiring the vehicle and/or for carrying passengers for payment of any kind;
 - k) When the driver is under the influence of alcohol or drugs
 - l) When vehicle is damaged and/or unsafe, regardless of cause
 - m) To carry any flammable, explosive or corrosive substance
 - n) To transport any animal inside the vehicle
 - o) In breach of any legislation, regulations, rules or by-laws, especially those related to road traffic

D. FUEL – If the vehicle is returned with less fuel than it had when released, the **RENTER** shall pay the cost of fuel and a refueling fee. The **EUROPCAR** Fuel Rate of the day shall apply.

E. OWNER'S LIABILITY

1. Except as provided at law, **EUROPCAR** is not liable to indemnify you or any person, for any loss of, or damage to, any property when (a) Stolen from the vehicle or otherwise lost or damaged during the Rental or (b) Left in the vehicle after its return to **EUROPCAR**
2. **EUROPCAR** shall not be responsible for the state and condition of any property found in the vehicle after the vehicle's return to **EUROPCAR**. Any person claiming the return of such property is required to furnish **EUROPCAR** satisfactory proof of ownership.

F. CLAIMS AND PROCEEDINGS – Where the use of the vehicle by you or any other person results in an accident or claim, or where damage or loss is sustained to the vehicle or any third-party property or if the vehicle has been stolen, the **RENTER** and/or any **AUTHORIZED DRIVER**:

1. Shall promptly report such incident to the local police
2. Shall promptly report such incident in writing to **EUROPCAR** by satisfactorily and accurately completing the applicable forms for internal and external purposes and claims;
3. Shall NOT make any offer/promise of payment, settlement, waiver, release, indemnity or admission of liability or fault to any degree whether partial or full;
4. Permit **EUROPCAR** or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third-party;
5. Complete and furnish to **EUROPCAR** within a reasonable time any statement, information or assistance for which **EUROPCAR** or its insurers may reasonably require, including attending any legal meetings and proceedings related to the case to give any testimony and/or evidence;
6. Forward to **EUROPCAR** any claims or correspondence from third-parties within ONE (1) DAY of receipt.

G. VEHICLE RETURN AND REPLACEMENT

1. The **RENTER** must return the vehicle: (a) at the return location/branch, on the date and time listed on the Rental Agreement; (b) in the same condition as it was at rental start
2. If a vehicle is returned to a location other than that listed on the RA, **EUROPCAR** staff must be notified a reasonable amount of time. If

approved, **EUROPCAR** shall deploy staff to the location by the pre-agreed time. Drop fees may apply and shall be settled or deducted from any deposits;

3. If a vehicle is returned to any place other than a **EUROPCAR** location, or the **EUROPCAR** location is not open on day and time of the vehicle return, the **RENTER** shall be deemed to have still have possession of the vehicle until such time that custody of the said vehicle is confirmed to be with authorized **EUROPCAR** Staff. Please obtain the hours of operation from the correct branch/station
4. **EUROPCAR** may request the immediate return of the vehicle if any **RENTER** or **DRIVER** has or is reasonably suspected to be in breach of any Terms & Conditions. Furthermore, **EUROPCAR** may repossess the vehicle without any notice. **RENTER** shall also shoulder reasonable costs and charges incurred and/or forfeit any deposits or advance payments.
5. **EUROPCAR** reserves the right to NOT replace the vehicle if the vehicle, its parts or third-party property is damaged during rental period.

H. RATES & PAYMENT OF CHARGES

1. Rates are subject to change without prior notice. Please check rental and foreign currency exchange rates in force at time of rental.
2. Should there be rate disputes, the prevailing branch published rates shall apply.
3. The **RENTER** must pay the full amount of the estimated rental charges prior to the rental to include a mandatory deposit of up to forty percent (40%) that is refundable at the end of the Rental Period net of any miscellaneous charges. Deposit rates may change without prior notice.
4. At the end of the Rental, the **RENTER** must pay **EUROPCAR**:
 - a) All charges payable under the Rental Agreements, less any deposits already paid; including any processing fees (where applicable for Int'l Renters/Reservations);
 - b) Any penalties/fines incurred within reason during the rental, such as, but not limited to, road/highway tolls, parking and traffic tickets, penalties or fines. In addition to any penalty or fines, the **RENTER** must pay, where applicable, any administrative fees.
 - c) Any amount for which the **RENTER** is liable to **EUROPCAR** under the Rental Agreement, in respect of a breach of the Rental Agreement or for damage or loss to the vehicle or third-party property;
 - d) The minimum charge you must pay for the rental of the vehicle is an amount equivalent to: (1) One day's rental at the "daily rate" shown on the RA multiplied by the number of days of the rental; (2) All other agreed fees and taxes specified on the reservation/RA;
5. The **RENTER** authorizes **EUROPCAR** to charge all moneys payable to **EUROPCAR** under the RA to your credit card or charge account for any extension of the original contracted Rental Period, or damage detected upon return of the vehicle. Any existing damage shall be noted in the RA. If the vehicle is returned with any additional damage, **EUROPCAR** shall charge your credit card or charge account with the Damage Liability Fee shown on the RA.
6. The **RENTER** shall settle payments for the rental when **EUROPCAR** so designates including when to make payments in advance or at any other reasonable time during the Rental;
7. **EUROPCAR** shall pay any refund due at the end of the Rental Period by such method as **EUROPCAR** may reasonably choose;
8. If the **RENTER** does not pay all charges at the end of the Rental, he/she shall pay interest on the outstanding balance from the end of the Rental to the date all charges are paid in full based on the prevailing standard bank transaction rates.
9. If currency conversion is required in relation to any payment, the prevailing foreign exchange rate at the date of the Rental Agreement or, if paid 7 days after the end of Rental, the date on which is scheduled, plus applicable bank/handling charges.
10. Due to **INTERNATIONAL CREDIT CARD PROCESSING REGULATIONS**, any refunds made to a **RENTER**'s credit card may take **up to NINETY (90) DAYS** from processing confirmation date (by the Local PH Bank) to appear in the cardholder's account. Bank handling charges may apply.

I. BREACH OF TERMS AND CONDITIONS

1. **EUROPCAR** shall have the right to terminate the Rental and take immediate possession of the vehicle at any time if the **RENTER** or **DRIVER** is found to be or is reasonably suspected to be in breach of any **TERMS AND CONDITIONS**.
2. Any breach of this **RENTAL AGREEMENT** and its **TERMS AND CONDITIONS** shall result in **RENTER** paying for:
 - a) All costs to rectify the vehicle to its original condition or replacement of the vehicle
 - b) Loss of rental revenue to **EUROPCAR**
 - c) Damage to third party property for any and all costs for towing, storage, recovery and repair of the vehicle
3. A **RENTER** may be entitled to terminate a Rental Agreement if **EUROPCAR** breaches its terms and conditions within reason and with correct documentation. Otherwise, it shall be abandonment and may result in corresponding legal action.

J. DISPUTE RESOLUTION

1. If you believe that there has been an error in your account or if the amount charged is unreasonable you must notify the Branch/Station where vehicle was rented & submit within TEN (10) CALENDAR DAYS, a complaint in writing providing exact details of your complaint together with any evidence in support of your complaint.
2. If **EUROPCAR** concludes as a result of its investigation that:
 - a) **Your** account has been incorrectly debited, **EUROPCAR** will respond by arranging to adjust your account by debiting your account and will notify you in writing or via email;
 - b) **Your** account has been correctly debited **EUROPCAR** will respond by providing you with reasons and furnish you with any evidence for this finding.
3. If you are still dissatisfied and have further queries, you must notify us in writing within SEVEN (7) WORKING DAYS and a meeting will be arranged as soon as practicably possible between you and representatives of **EUROPCAR** in an attempt to resolve the dispute.

K. APPLICABLE LAWS & PRIVACY ACT

1. The laws of the Republic of the Philippines govern these terms and conditions.
2. **MSIC TRANSPORTATION INC.** is the Exclusive Franchisee of **EUROPCAR** in the **PHILIPPINES**. This corporate entity may appear in addition to or in replacement of the name/brand **EUROPCAR** for legally recognized documents.
3. The information requested from you is to enable **EUROPCAR** to assess your request to hire a vehicle from us. You do not have to supply this information. But if you do not, we may not be able to hire a vehicle to you, even if you may hold a confirmed or pre-paid reservation.
4. If a **RENTER** does not return the vehicle by the dates stated on Reservation Details or End of Rental on record and the **RENTER** does not respond to any calls, messages, or emails, the **RENTER** allows and releases **EUROPCAR/MSIC TRANSPORTATION** to take any actions and to exhaust any and all efforts to recover the vehicle. This is **EUROPCAR**'s responsibility towards the safety of the **RENTER, AUTHORIZED DRIVERS, any companions or persons in the traveling party.**

L. RENTER'S ACCEPTANCE – By signing below, I confirm that I have read and understood both pages/sides of the TERMS AND CONDITIONS as presented. I am aware that this forms PART OF THE RENTAL AGREEMENT. Furthermore, without a signature below, I understand that a vehicle shall not be released to me.

Signature Over Printed Name
Rental Agreement Number: _____
Actual Rental Start Date/Time: _____
Estimated Rental End Date/Time: _____